

**9.0 PARKS, OPEN SPACE AND TRAIL STANDARDS**

**9.1 OVERALL OPEN SPACE REQUIREMENT**

Pursuant to BDMC 18.98.140 (Exhibit “E”) and the MPD Permit Approval, The Lawson Hills MPD is required to provide ~~152.8~~ at least 134 acres of open space in addition to ~~dedication of the In-City Forest Land and~~ preservation of a view corridor on the North Triangle. The 50 acre East Annexation Area and the North Triangle are subject to the BDUGAA and the Black Diamond Open Space Agreement. The open space requirement for the MPD under these agreements is the dedication of the 50-acre In-City Forest land to the City and preservation of a view corridor on the North Triangle. ~~To satisfy the MPD Ordinance~~ The Master Developer shall provide the additional, approximately 134 acres of Open Space ~~enfor~~ those properties not subject to the BDUGAA ~~is required within the MPD Project Site~~. Approximately 124.7 acres of Open Space meeting these requirements is shown on the MPD ~~Land Use~~ Site Plan (Exhibit “A”). ~~An~~ Pursuant to Condition of Approval No. 145 of the MPD Permit Approval, an additional 9.3 acres of Open Space ~~will~~ shall be provided. Each Implementing Project on the Lawson Hills Main Property shall account for how much Open Space has been provided throughout the MPD, how much Open Space is being proposed within the Implementing Project, and how much remaining Open Space is required to be provided. When the final Implementing Project is proposed, all remaining Open Space shall be provided prior to approval of the final Implementing Project.

**Table 9-1 Open Space Calculations**

	Gross Acres	BDUGAA/ Open Space requirement	MPD Open Space Provision (if applicable)	Proposed open space	Net difference over/(under)
Main Property not including PAA	267	0	134	124.7	(9.3)
PAA- North Triangle	54	55 acres for view and trail corridor*	0	55 acres for view and trail corridor*	0
PAA- East Annexation Area	50	50 acre In-City Forest	0	50 acre In-City Forest	0
Total In City/UGA MPD open space	371	105*	134	229.7*	(9.3)**

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- \* Only a view corridor needs to be provided on-site. The remaining acreage is provided off-site to the north and east in the form of a view corridor and trail corridor.
- \*\* Additional Open Space will be provided in the form of school playfields, trails and Neighborhood Parks that are not shown on Exhibit "A".

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## **9.2 PARK AND OPEN SPACE PLAN**

The approximate location and type of Parks ~~to be provided by the Master Developer~~ are shown on the ~~Park Parks~~ and Trail Plan (Figure 9.2) ~~below~~. The Master Developer ~~is responsible for the~~ ~~shall~~ design and ~~construction of~~ ~~construct~~ the Parks shown on the Parks and Trail Plan. The actual location and boundaries of Parks may vary (provided that the minimum Open Space requirement is met) and will be defined through Implementing Projects (for example, adjacent subdivision or site plan). Parks within each Phase of ~~Development~~ The Lawson Hills MPD shall be constructed or bonded prior to occupancy, final site plan or final plat approval of any portion of the Phase, whichever occurs first, to the extent necessary to meet park level of service standards for the Implementing Approval or Project. In the event a bond is in place, construction of all Parks within Phase 3 will be triggered when Certificates of Occupancy or final inspection have been issued for 40% of the Dwellings Units on lots located within ¼ mile of a given Park ~~in Phase 3. Parks must be completed when Certificates of Occupancy or final inspection has been issued for 60% of the Dwellings Units located within ¼ mile of a given Park in any Phase.~~ Recreation facilities will be constructed as per Table 9.5.5. The Master Developer may elect to build Parks in advance of the triggers set forth in this subsection.

## **9.3 SENSITIVE AREAS AND BUFFERS**

All sensitive areas and buffers will be protected consistent with the Sensitive Areas Ordinance ~~and~~ as ~~otherwise~~ further described in this Agreement. Trails, crossings and encroachments may be allowed within sensitive areas, if such placement is consistent with the Sensitive Areas Ordinance and appropriate mitigation identified therein, ~~but limited if at all possible.~~

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Insert Figure 9.2

#### 9.4 NON-SENSITIVE OPEN SPACE

Open Space outside of sensitive areas and buffers includes, but is not limited to, the plaza, Community Parks, trails, Neighborhood and Pocket Parks, natural areas and stormwater ponds and infiltration facilities. Additional Parks may be provided as individual Implementing Projects are developed.

Stormwater ponds and facilities shall be designed as either passive or active Open Space when practical. Passive Open Space facilities consisting of stormwater ponds shall be designed to appear as a natural wetland or pond and shall provide at least one location for public viewing. Vegetation shall consist of no less than 70% native plant material typically found in and around South King County. Any fencing required by BDMC regulations (Exhibit "E") shall be designed and located such that it does not detract from the natural character of the facility. If natural landscaping is intended to provide a long-term barrier to human intrusion, temporary fencing may be permitted until such time as the landscaping has matured to the point of providing the barrier. Stormwater facilities designed as active Parks shall accommodate at least one active use. This may include at least one of the following: a trail extending no less than 75% of the perimeter of the pond; play fields; play structures; basketball and other sport courts' and/or picnic facilities within an infiltration gallery or maximum water elevation designed to accommodate occasional high water level events. ~~To~~Pursuant to Condition of Approval No. 71 of the MPD Permit Approval, to be considered as Open Space, active play areas shall be free of inundation for a minimum of three (3) months out of the year, preferably longer. The Designated Official shall ~~determine~~make the final determination whether the stormwater pond or facility proposed may qualify as active or passive recreation (and thus counting towards the ~~project~~Lawson Hills MPD's open space requirement), or a portion of active recreation, based on submitted plans associated with an Implementing Project.

#### 9.5 RECREATION AND USEABLE OPEN SPACE STANDARDS

**9.5.1** All Dwelling Units shall have access to and be located within ¼ mile walking distance of a Park. If an existing or planned Park is not accessible and is not located within ¼ mile (walking distance) of a proposed ~~Dwelling Unit~~Implementing Project, then the ~~applicant for the given Dwelling Unit~~Implementing Project shall ~~provide~~include a new Park at a rate of 100 square feet per Dwelling Unit to be served by the Park. Parks must be at least 1,500 square feet in size to be counted against the Lawson Hills MPD's Park requirements.

**The Lawson Hills Master Planned Development  
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**9.5.2**

Unless otherwise noted on Table 9-5, Recreational Facilities constructed by the Master Developer, may be located: (1) within The Lawson Hills MPD in Community Parks, community center or Neighborhood Parks; (2) on joint use school sites (~~subject if agreed to by the~~ City and School District ~~agreements as provided in the School Agreement~~); (3) within off-site Regional Parks (subject to City agreement); or (4) on a mutually acceptable off-site location. The Recreational Facilities may be provided in combination with one another and other informal space or each facility may be provided as a standalone amenity.  ~~Pursuant to Condition of Approval No. 91 of the MPD Approval, if~~ a joint use facility is proposed on a school site ~~or on an alternative site consistent with the School Agreement~~, the Master Developer shall provide for one or more youth/adult softball fields, soccer fields, tennis courts or basketball courts in ~~conjunction with the school site or at an alternative location~~ such joint use facility.

**9.5.3** The Master Developer shall have the option to request that the Designated Official accept a lump sum payment in lieu of constructing any of the individual Recreational Facilities in Table 9-5. The request shall be made prior to triggering the need for the next Recreation Facility. ~~The Pursuant to Condition of Approval No. 95 of the MPD Permit Approval, the~~ Designated Official retains sole discretion ~~concerning to determine~~ when and if a lump sum payment will be accepted in lieu of the Master Developer constructing a Recreational Facility. ~~The~~ The Designated Official's determination shall be based on the following three criteria: (i) availability of land; (ii) adequacy of funds to construct City-approved recreational facilities; and (iii) City's ability to maintain recreational facilities. Pursuant to Condition of Approval No. 93 of the MPD Permit Approval, the amount of the payment that may be provided in lieu of construction shall be set through the following process:

- A. Commencing upon the Designated Official's agreement to accept a lump sum amount for a specific Recreational Facility, the City shall publish a bid request for design and construction of the Recreational Facility. The bid request shall be based on reasonable standards agreed to by the Master Developer and City. The City reserves the right to include additional elements in the bid beyond what the Master Developer is required to construct for the facility. Such additional elements shall not be the responsibility for the Master Developer to fund. For instance, additional elements may include lighting, concession areas, or other elements as determined by the Designated Official.

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- B. Upon acceptance of a bid, the Designated Official and Master Developer shall agree to set the lump sum amount in accordance with the accepted bid. Upon execution of a contract accepting the bid for design and construction, the Master Developer shall deposit with the City the agreed to lump sum amount.

In the event the Master Developer makes a lump sum payment, the City shall ~~strive to~~ use the funds for the sole purpose of constructing the Recreational Facility. If the Master Developer provides off-site Recreational Facilities and/or Parks, it shall receive credit equivalent to the credit it would have received if that Recreational Facility and/or Park had been provided on the ~~MPD Project Site~~.

~~9.5.4~~ 9.5.4 Pursuant to Condition of Approval No. 94 of the MPD Permit Approval, ~~the~~ Master Developer's obligation to provide Recreational Facilities as set forth in Table 9-5 is based on the Level of Service standards set forth in the City's Park and Open Space Plan dated December 18, 2008- ~~(Exhibit "E")~~. To determine the number of Recreational Facilities required, the number of housing units was multiplied by the following population generation rates: 2.7 persons per household for single-family housing units and 1.85 persons per household for Multi-family housing units.

**The Lawson Hills Master Planned Development  
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**9.5.5 Recreation Facilities**

**TABLE 9-5**

Facility Type	Level of Service	Required Facilities	Timing of Facilities	Optional off-site construction or Fee-in-Lieu
Basketball Court	1:2000	2	<del>Must</del> Master Developer shall provide a minimum of one (1) half-court basketball facility prior to the 800th per every 800 Dwelling Unit receiving Certificate of Occupancy; Units constructed. The second facility must be provided prior to approval of the residential plat containing the 1250 <sup>th</sup> Dwelling Unit.	The Master Developer may elect to <del>pay</del> request that the City accepts a fee-in lieu of constructing the required Basketball Courts. The fee shall be set per Section 9.5.3.
Soccer Field	1:2000	2	<del>Must</del> Master Developer shall provide a minimum of one (1) soccer field prior to the 800th Dwelling Unit receiving a Certificate of Occupancy; The second facility must be provided prior to approval of the residential plat containing the 1250 <sup>th</sup> Dwelling Unit.	The Master Developer may elect to <del>pay</del> request that the City accept a fee-in lieu of constructing the required soccer fields. The fee shall be set per Section 9.5.3.

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**The Lawson Hills Master Planned Development  
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Facility Type	Level of Service	Required Facilities	Timing of Facilities	Optional off-site construction or Fee-in-Lieu
Tennis Court	1:2000	2	<del>Must</del> Master Developer shall provide a minimum of one (1) tennis-court prior to the 800th Dwelling Unit receiving Certificate of Occupancy. The second facility must be provided prior to approval of the residential plat containing the 1250 <sup>th</sup> Dwelling Unit.	The Master Developer may elect to <del>pay</del> request that the City accept a fee-in lieu of constructing the required tennis courts. The fee shall be set per Section 9.5.3
Youth Baseball/Adult Softball field	1:2000	2	<del>Must</del> Master Developer shall provide a minimum of 1 Youth Baseball / Adult Softball field prior to the 800th Dwelling Unit receiving Certificate of Occupancy. The second facility must be provided prior to approval of the residential plat containing the 1250 <sup>th</sup> Dwelling Unit.	The Master Developer may elect to <del>pay</del> request that the City accept a fee in lieu of constructing the necessary facility. The fee shall be set per Section 9.5.3.

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**The Lawson Hills Master Planned Development  
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<b>Facility Type</b>	<b>Level of Service</b>	<b>Required Facilities</b>	<b>Timing of Facilities</b>	<b>Optional off-site construction or Fee-in-Lieu</b>

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## 9.6 TRAIL PLAN

The approximate location and type of trails are shown on the Park and Trail Plan (Figure 9.2). The Master Developer is responsible for the design and construction of the trails shown on the Park and Trail Plan. The actual location of trails may vary and will be defined through Implementing Approvals and Projects (for example, adjacent subdivision or site plan). ~~Necessary~~The trail construction will system should be completed within the boundaries of each Implementing Project, designed ~~Where feasible, trail construction should avoid dead ends and incomplete segments.~~ The Master Developer may elect to build trails in advance. On site trails shall be constructed or bonded prior to occupancy, final site plan or final plat approval, whichever occurs first for the Implementing Project within which the trail is to be built. Off site trail construction necessary to achieve connectivity will be required prior to occupancy and final plat and site plan approval to the extent authorized by law. The Master Developer shall try to avoid construction of trails minimize trail locations within sensitive areas ~~and their associated area~~ buffers. ~~Any construction within these sensitive areas shall be mitigated in accordance with the City's Sensitive Areas Ordinance. Where feasible, trail construction should avoid dead ends and incomplete segments.~~ sensitive areas ordinance.

Pursuant to Condition of Approval No. 96 of the MPD Permit Approval, any trail construction necessary to complete the Park and Trail Plan (Figure 9.2) shall be done on an Implementing Project by Implementing Project basis. If any Implementing Project contains a trail segment shown on the Park and Trail Plan (Figure 9.2), then such trail segment shall be designed and constructed up to the boundaries of such Implementing Project. Thus, trails on the Project Site shall be constructed or bonded prior to issuance of a certificate of occupancy, final site plan approval or final plat approval (whichever occurs first) for the Implementing Project within which the particular trail segment is to be built. The construction of trails located outside of the Project Site that are necessary to achieve connectivity may be required by the City prior to the issuance of a certificate of occupancy, final plat approval, or final site plan approval for an Implementing Project to the extent authorized by law. The Master Developer may elect to build trails in advance of the triggers described herein.

## 9.7 TRAIL STANDARDS

The following criteria shall apply to the construction of trails set forth in this Agreement in addition to, and consistent with, the trail standards set forth in BDMC and Black Diamond Engineering Design and Construction Standards (Exhibit "E");

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

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**9.7.1** Trails will be built to the standards found below

- A. Hiking Trail standards
  - i. Clearing height – 8 feet
  - ii. Clearing width – 4-6 feet (light use); 8-12 feet (heavy, two-way use)
  - iii. Surface – 2-3' wide natural surface with gravel or wood chips in wet areas (light use); 4-8' wide natural surface if possible, otherwise woodchips, gravel, or other suitable material (heavy use)
- B. Bicycle trail standards
  - i. Clearing height – 10 feet maximum
  - ii. Clearing width – 6-8 feet (mountain bike); 8 feet (one way touring bicycle), 12 feet (two-way touring bicycle traffic)
  - iii. Surface – 2-3' wide natural surface (mountain bike); 2" asphalt surface with 3" compacted gravel base (touring bicycle) 4-6' wide (one way traffic) OR 8' wide (two way traffic)
- C. Multi-use trail standards
  - i. Clearing height – 8 feet for bicycle and pedestrian, 14 feet maximum for equestrian
  - ii. Clearing width - 14-26 feet, depending on use
  - iii. Surface – Paved or natural, similar to standards in A and B above, depending on uses intended. Equestrian uses, where proposed, shall be provided a natural surface separate from a paved surface by at least 3'.

**9.7.2** Trails shall be ~~located~~designed to minimize construction impacts to wetlands, streams and their associated buffers.

**9.7.3** The following amenities may be included within trail corridors subject to mutual agreement between the Master Developer and the Designated Official: rest stops, sculpture and other art, pedestrian lighting, exercise stations, picnic tables, barbeque grills, interpretive areas, Pocket Parks/tot lots, drinking fountains, restrooms, and covered sheds, and other similar amenities.

**9.8 PARK, OPEN SPACE AND TRAIL DEVIATIONS**

All Park, Recreation Facility, Open Space and trail standards, cross sections and locations are recommended and may be modified through the Deviation process and criteria in Section ~~12 of this Agreement~~1.3 of the Black Diamond Engineering and Construction Standards (Exhibit "E").

## 9.9 OWNERSHIP AND MAINTENANCE

### 9.9.1 Environmentally Sensitive Areas and Buffers

~~Ownership~~Pursuant to Condition of Approval No. 157 of the MPD Permit Approval, ownership and maintenance of sensitive areas and buffers shall be consistent with the requirements of the Sensitive Area Ordinance, which allows sensitive area tracts to be held in undivided ownership by all lots within The Lawson Hills MPD, dedicated to the City or other governmental entity, protected with conservation easements or conveyed to a non-profit land trust. If the Master Developer elects not to dedicate an Open Space to the City, a permanent public access easement or other means of access shall be provided to the Open Space as part of the Implementing Project.

### 9.9.2 Non-Sensitive Area Open Space

All Neighborhood Parks, trails and Community Parks will be owned and maintained by the ~~home owner's~~homeowners' association (HOA) or Master Developer pursuant to the provisions of Subsection 5.45.7 of this Agreement, except for any owned by the school district. Regional Parks may be dedicated to the City at the time of an Implementing Project.

### 9.9.3 Public Access

~~Public~~Pursuant to Condition of Approval No. 92 of the MPD Permit Approval, public access is authorized to all Parks and trails unless otherwise ~~provided~~determined by the Designated Official.

## 9.10 PARK CHARACTERISTICS

~~The~~Pursuant to Condition of Approval Nos. 98 and 155 of the MPD Permit Approval, the characteristics and uses of passive Open Space and active Open Space ~~will be different throughout the various Implementing Projects.~~are as follows:

A. Active Open Space includes:

- areas that provide for organized sporting and recreational functions such as sports fields; or
- tot lots; or
- net-games and tennis courts; or
- gathering areas; or
- other similar outdoor sports facilities as allowed by the Designated Official.

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**The Lawson Hills Master Planned Development  
Draft Development Agreement**

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B. Passive Open Space outside of sensitive areas regulated by the City's Sensitive Areas Ordinance (Exhibit "E") provides for all other recreational needs, including:

- scenic purposes; or
- landscape amenities where users can relax and enjoy the space without a specifically organized sporting activity; or
- trails; or
- picnic areas; or
- open fields, wildlife viewing areas or other informal Open Spaces.

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~~10.0 PLAN THE CITY AND AGREEMENT CHANGES MASTER DEVELOPER  
ACKNOWLEDGE THAT THE CHARACTERISTICS AND ADMINISTRATION~~

~~10.1 PURPOSE~~

~~The purpose uses of this Section is to provide a process and criteria to interpret, modify and/or amend the standards, processes, conditions, or provisions contained within the MPD Approval or this Agreement.~~

~~In addition, recognizing that not all potential issues can be anticipated over the life of this Agreement, it is the intent of this Section to allow for flexibility so that Open Space will differ throughout The Lawson Hills MPD can adapt to new information, changes in the market and technological advances over time MPD's various Implementing Projects.~~