(STUDI SHELICIA 	CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E4)			
Brief Dat	ate: 12/07/2020 te: 01/05/2021 ate: 01/19/2021	Department: Presented By:	Executive Jeff Niten		
APPROV	/ED FOR COUNCIL TO:	PACKET:	PROGRAM/PROJECT TITLE: Equity Plus, LLC. Dev. Agreement	Action Requested:	
	Dept. Head Finance Director		ATTACHMENTS: Ordinance No. 1962-1220 Development Agreement		Ordinance Resolution
	Attorney		Concept Plan Mountain Bike description	Motion	
	City Clerk City Manager				Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

City of Shelton staff and representatives from Equity Plus, LLC have been in discussions to develop work force housing units to benefit the citizens of Shelton and the wider region on property currently owned by the City of Shelton's water fund.

The attached Development Agreement and associated Exhibits describe, at a conceptual level, a work force housing development consisting of up to 400 detached single family housing units that will be available to residents making up to 80% of Area Median Income (AMI). The Development will also incorporate new public pedestrian trail systems and a public mountain bike skills course, along with a 30,000 square foot trail head and parking for the enjoyment of the public.

The developer, Equity Plus, LLC, has agreed to compensate the City of Shelton water fund \$500.00 per unit annually minimum until the property is fully paid for, including an appropriate interest rate. Assuming 300 total units the water fund shall benefit \$150,000 per year, assuming 400 units the benefit shall be \$200,000 per year.

ANALYSIS/OPTIONS/ALTERNATIVES:

The Shelton City Council could opt to accept or reject proposed Development Agreement, or propose a modification of terms. If rejected, the subject property would likely remain in the same or similar condition as it exists today until such time as the property is purchased for market rate housing, or other future purposes.

BUDGET/FISCAL INFORMATION:

The City of Shelton water fund will benefit up to \$500.00 per unit annually as discussed above.

PUBLIC INFORMATION REQUIREMENTS:

Information about this proposal may be obtained from the City Clerk.

<u>STAFF RECOMMENDATION/MOTION:</u> Staff recommends the City Council move this item to the action agenda on January 19, 2021.

ORDINANCE NO. 1962-1220

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, ADOPTING A DEVELOPMENT AGREEMENT WITH EQUITY PLUS LLC.

WHEREAS, the City of Shelton owns approximately 90.0 acres of real property, and intends to surplus such real property; and

WHEREAS, Equity Plus LLC develops work force housing projects to benefit communities nationwide; and

WHEREAS, the Parties have come to terms to develop up to 400 work force housing units and associated recreational amenities to benefit the citizens of Shelton and the wider region.

NOW, THEREFORE, the City Council of the City of Shelton, Washington, ordains as follows:

<u>Section 1.</u> Public Interest. The City Council for the City of Shelton, Washington finds, following a public hearing process, that it is in the public interest for the City of Shelton to approve the Development Agreement with Equity Plus, LLC. Execution of this Agreement will generally: Promote construction of up to 400 single family detached workforce housing units on approximately 90.0 acres in the northern area of the incorporated city boundary.

<u>Section 2.</u> Development Agreement Approved. The City Council for the City of Shelton hereby approves the Development Agreement ("Agreement") attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

<u>Section 3.</u> Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto

<u>Section 4.</u> Severability. Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHELTON, WASHINGTON THIS 19TH DAY OF JANUARY 2021.

Passed by Shelton City Council this _____ of _____ 2021.

Mayor Kevin Dorcy

AUTHENTICATED:

Donna Nault, City Clerk

DEVELOPMENT AGREEMENT

City of Shelton and Shelton Workforce Housing Owner LLC

This Development Agreement ("Agreement") is entered into this _____ day of _____, 2020, by and between Shelton Workforce Housing Owner LLC ("Developer"), a Washington limited liability company, and the City of Shelton ("City"), a Washington optional municipal code city. Developer and City are sometimes referred to herein individually as "Party" or collectively as the "Parties".

BACKGROUND AND CONTEXT

A. The City currently owns approximately 90 acres of real property adjacent to the YMCA, generally located at the SW corner of Brockdale Rd. and Island Lake Dr. (the "Property"). The City has not identified a use for the Property and shall declare the Property surplus. The City desires to sell the Property for development in order to improve the community's economic vitality, increase the tax base, augment employment opportunities, and create affordable housing with nearby recreational amenities.

B. Developer intends to acquire the Property from the City pursuant to the terms of a purchase and sale agreement following a professional appraisal (the "Purchase Agreement") for the purpose of establishing a multi-faceted affordable housing workforce project with onsite and adjacent outdoor recreation.

C. Pursuant to RCW 36.70B.170 and Chap. 20.55 of the Shelton Municipal Code, the Parties wish to enter into a development agreement to address the processes for review of development applications and construction of projects, define the scope and timing of projects, confirm applicable regulations, and specify mitigation measures. A development agreement between Developer and the City is a collaboration that will provide mutual benefit for the parties, residents and businesses of Shelton, and the region.

D. Developer is proposing to develop the Property with a project that is consistent with current market conditions and current City of Shelton plans and ordinances. The Project will include up to 400 detached affordable residential units intended for local workforce housing. The project will also include on-site and nearby recreational amenities. All of the uses will be integrated into the overall development in a manner that is intended to support the vision and goals of the City of Shelton's Comprehensive Plan.

E. The City will complete environmental review of the Project under the State Environmental Policy Act ("SEPA"), Chapter 43.21C RCW and Title 21 of the Shelton Municipal Code ("SMC") (the "SEPA Requirements"). For SEPA review purposes, the residential development evaluated by the City will include, at build-out, the following project elements (the "Project Elements"):

- Up to 400 residential single family detached dwellings at an overall density of between four (4) and six (6) units per net acre, intended as workforce housing for rent by city, county, state, and federal employees earning below 80% of the local median income, as well as other income-eligible employees who work in the Shelton/Mason County area and individuals and families;
- Surface parking for residents and visitors;
- A public mountain bike facility with skills course and pump track substantially in the form of Exhibit B; and
- A segment of walking trail connecting the development with the Huff n' Puff trail.
- A connected trailhead area, a minimum of 30,000 square feet in size, with vehicle parking, covered picnic facilities, and natural play structure.

F. The City and Developer enter into this Agreement, pursuant to RCW 36.70B.170-210, for several purposes, including: (1) providing for a mutually-acceptable project with an integrated development plan; (2); establishing traffic mitigation for the project; (3) confirming the subsequent approvals required for the Project; (4) confirming applicable development standards for the Project and providing certain clarifications to these standards; (5) establishing certain vested rights; and (6) documenting the public benefits that will be provided from the Project.

G. A development agreement must be approved by ordinance after a public hearing. A public hearing for this Development Agreement was held on January 5, 2021. The City Council approved this Development Agreement by Ordinance No. 1962-1220 on January 19, 2021.

AGREEMENT

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

1. Project Description. The Project is a work force affordable housing development located in the City's Neighborhood Residential zoning district. The Project integrates residential uses into the overall development. The Project will be built in general accordance with the Conceptual Site Plan attached hereto as <u>Exhibit A</u> and incorporated by this reference.

While the Conceptual Site Plan is illustrative, Subsequent Approvals as defined and described in Paragraph 5 shall ensure the Project is designed and developed in a manner that supports the vision and goals of the Comprehensive Plan and is substantially in the same form as Exhibit A.

2. **Permitted Uses.** All uses permitted by applicable zoning in the Vested Code as defined in Paragraph 6 shall be permitted within the Project. Single family residential uses, being integrated into the Project's overall development together with the community uses described herein, are expressly authorized by this Agreement.

3. Maximum Allowable Development. The maximum amount of development on the Property shall be established by applicable zoning in the Vested Code.

4. Applicable Development Standards.

- 4.1. The Project shall be subject to the development standards established by the applicable provisions of the Vested Code.
- 4.2. Because of the integrated nature of this Project, compliance with development standards, including but not limited to site access, interior circulation, parking areas, open space, drainage facilities, wastewater and water services, landscaping, residential density, allowed ground-floor residential, and residential building coverage must be achieved by considering the entire Property.
- 4.3. Developer shall adhere to the following architectural standards for all phases of the project:

4.3.1.Every home shall contain two of the following features:

- 4.3.1.1. All wall openings, regardless of visibility from a public right-of-way, shall have contrasting trim (minimum three inches wide), and where no wall openings exist on a façade, contrasting materials must be incorporated;
- 4.3.1.2. Roof overhang (minimum six inches);
- 4.3.1.3. Porch or covered entry for the primary entrance.
- 4.3.1.4. Minimum one hundred-square-foot covered outdoor area located on any façade other than the front façade.
- 4.3.1.5. Another equivalent feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.
- 4.3.2. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

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- 4.3.2.1. Front façade variety. Dwellings with the same front façade located on the same side of a street shall be separated by no fewer than two lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than two lots, with the lot directly across the street not included in the two-lot calculation. In this context, the lot "directly across the street" means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.
- 4.3.2.2. Every front façade shall contain a minimum of two elements from the lists below to include a minimum of one element from the structural elements list and at least one element from the decorative elements list:
- 4.3.2.3. Structural elements. Porches, dormers, gables, hipped/pitched roof, bay window, cupolas/towers, sixteen-inch offset, balconies, unique roofline via orientations (structure, pitch, etc.), vertical breaks/horizontal walls
- 4.3.2.4. Decorative elements. Decorative garage doors, pillars/posts, decorative finish, contrasting materials, brick/rock accents, variable siding materials, shutters, plan reversal, other architectural elements, other than color, glass or lighting, including varying texture and materials within the same building, or massing, or window voids.
- 4.3.2.5. The community development director may authorize another feature in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.
- 4.3.3.Housing within the same development that faces across a public or private street or right-of-way shall be the same type, i.e., single-family attached facing singlefamily attached or townhouses facing townhouses.
- 4.3.4. Where houses are served by alleys, all garages and on-site parking shall be accessible from the alley and the facade of the house facing the public street shall be designed as the front of the house including, but not limited to, a primary building entrance consisting of inward swinging door(s), porch(es), window(s) and pathway(s) to the public sidewalks.

5. Subsequent Approvals. The Parties agree that Developer shall be required to obtain from the City several future permits and approvals for development of the Property (collectively, the "Subsequent Approvals"). Subsequent Approvals shall include, but not be limited to, SEPA review and Planned Unit Development (PUD). Subsequent Approvals shall be consistent with the Vested Code as set forth in Section 6. City review of such Subsequent Approvals shall follow the procedures in effect at the time of the filing of an application for such Subsequent Action.

6. Vested Rights. Together, this Section shall be referred to as the "Vested Code."

- 6.1. Developer shall have the right to develop the Property, including construction of uses, amenities and infrastructure, subject to this Agreement and Title 20 (Zoning) and other City development regulations set forth in Titles 13, through 15 and 18 through 20 of the SMC (the "Applicable Titles"), the Design and Construction Standards Manual, and provisions of the Shelton Comprehensive Plan as those Applicable titles and as the Comprehensive Plan exists on the effective date of this Agreement for the full duration of this Agreement.
- 6.2. Notwithstanding the provisions of Paragraph 6.1, the State Building and Energy Codes set forth in Chapters 19.27 and 19.27A RCW and as adopted by the City that are in effect as of the date of the filing of complete application for each building permit within the Project, and not Paragraph 7.1, shall govern the City's review and approval of each building permit within the Project.
- 6.3. Traffic Impact Fees. For the duration of this Agreement Equity Plus, or its successors or assigns, shall be responsible to pay applicable traffic impact fees at the time of building permit issuance. The City agrees to prioritize construction of the roundabout at the intersection of Brockdale Rd. and Wallace-Kneeland Blvd. in the adopted City of Shelton Capital Facilities Plan.
- 6.4. All other fees shall be due per the Shelton Municipal Code, including but not limited to general facilities charges and building permit fees. As provided in RCW 36.70B.170(4), the City shall have the right to impose new or different regulations to the extent required by a serious threat to public health and safety. Further, vesting provided herein shall not apply to new or amended environmental regulations mandated by state and federal law.

7. **Phasing and Indemnity.** Developer may phase development of the Project at its discretion subject to the following:

- 7.1. <u>Contemplated Phases</u>. Phase I contemplates construction of residential units on sixty-five (65) acres. Phase II contemplates construction of additional residential units on 20.6 acres plus the Mountain Bike Course (hereinafter defined), the Pedestrian Trail (hereinafter defined), and the Trailhead (hereinafter defined).
- 7.2. <u>Adequacy of Infrastructure at Each Phase</u>. Each phase shall be designed so that necessary infrastructure to support that phase (including water, sewer, stormwater management, electrical power, streets and other utilities) is either in place or will be built with that phase and does not rely on infrastructure to be built in a later phase.
- 7.3. <u>Defense, indemnity, and hold harmless</u>. At all phases of development, Developer shall defend, indemnify, and hold the City and all of its employees, officers, and agents harmless from any and all claims arising out of Developer's

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performance of this Agreement, including but not limited to any damages claims arising from construction of housing units or improvements, unless and to the extend caused by the negligence or willful misconduct of the City or its employees, officers and agents. Developer shall maintain insurance of commercially reasonable types and amounts.

8. Public Benefit. Developer shall provide the following Public Benefits, maintain them to commercially reasonable standards, and, subject to force majeure or other factors outside of Developer's control, keep them open to the public.

- 8.1. **Connected Pedestrian Trail.** The trail shall be built in conjunction with Phase II across the wetland, connecting to Phase II and Huff n' Puff trail. The trail may be a rustic trail with organic surface (the "Pedestrian Trail").
- 8.2. **Trailhead.** A trailhead area of not less than 30,000 square feet to contain parking for fifteen (15) vehicles, covered picnic facilities and site furnishings, an open grass field for active play, and a nature playground (the "Trailhead").
- 8.3. **Mountain bike course**. A mountain bike skills course and pump track, substantially in the form of Exhibit B, connected to and accessible from the Trailhead (the "Mountain Bike Course").
- 8.4. **Affordable housing**. Up to 400 residential units of single family detached dwellings at an overall density of between four (4) and six (6) units per acre, intended as workforce rental housing for rent by city, county, state, and federal employees earning below 80% of the local median income, as well as other income-eligible employees who work in the Shelton/Mason County area and individuals and families. In connection with closing on a low income housing tax credit ("LIHTC") transaction with respect to the Property, Developer shall execute and record an enforceable covenant against the Property committing to all residential units remaining reserved for affordable workforce housing consistent with this Agreement for a period of not less than thirty (30) years.
 - 8.5. **Existing multi-modal path**. Developer shall improve the existing multi-modal path on west side of Brockdale Road from Island Lake Drive to the property line to current Design and Construction Standards along with associated half-street improvements prior to final PUD approval for Phase I. Developer shall dedicate additional right-of-way as needed without compensation.

9. Environmental Review.

Environmental Review under SEPA shall be completed by Developer for each PUD application for each Phase. Any new or differing mitigation requirements that arise during SEPA review shall be applicable, notwithstanding the provisions of this Agreement.

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10. Adequacy of Public Facilities (Concurrency).

- 10.1. The Parties agree that the city shall include in the Capital Facilities Plan, and prioritize the construction of, a roundabout at the intersection of Brockdale Rd. and Wallace-Kneeland Blvd.
- **11. Access Road.** In the event, Developer is unable to construct an access road connecting Phase I and Phase II within the boundaries of the Property, the City will work with the Developer in good faith to provide access to Phase II from existing streets.

12. Seller Financing.

- 12.1. The full amount of the purchase price for the Property under the Purchase Agreement shall be paid to City by Developer in the form of a seller's note (the "Note") to be delivered at closing (the "City Loan").
- 12.2. To the extent of net available cash flow after payment of any amounts required by the LIHTC investor and repayment of any deferred developer fee, the principal and interest of the City Loan shall be repaid as follows: (i) an annual payment in an amount of \$500 per unit constructed by Developer and (ii) an annual payment in the amount of 50% of the remaining available net available cash flow.

13. Miscellaneous.

13.1. <u>Governing Law and Venue</u>.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the Mason County Superior Court.

13.2. Interpretation.

The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170, et seq., and this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any terms of this Agreement conflict with otherwise applicable provisions of the SMC, the terms and conditions of this Agreement, the standards contained within applicable City regulations, including but not limited to the Municipal Code and Design/Construction Standards, which are in effect at the time approval is sought, shall control.

13.3. <u>Headings</u>.

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.

13.4. Incorporation of Recitals.

The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

13.5. <u>Term</u>.

The term of this Agreement (the "Term") shall be fifteen (15) years from the effective date of this Agreement. Extensions shall require mutual agreement of the Parties including approval by the City Council.

13.6. <u>Exhibits</u>.

Exhibits "A" through "F" are incorporated herein by this reference as if fully set forth.

13.7. <u>Covenant of Good Faith and Cooperation</u>.

The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Each Party covenants to use its best efforts and work cooperatively in order to secure the benefits, rights and cooperative development of the Property. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement.

13.8. Amendments to Development Agreement.

This Agreement contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment executed by both Parties. A major modification is an alteration that changes the original purpose or intent of the Project, increases the intensity of Project, or creates or increases any adverse impact. A minor modification is an alteration to the Project that does not change the original purpose or intent of the Project, does not increase the intensity of the Project, and does not create or increase any adverse impact. Major modifications must be approved by the City Council. Minor modifications may be approved by the City Manager, or designee. The City Manager or designee shall determine whether a proposed modification is major or minor under this section.

13.9. Assignment of Interests, Rights and Obligations.

Developer shall have the right to assign or transfer all or any portion of its interest, rights, obligations or responsibilities in this Agreement, including Subsequent Approvals, to third parties acquiring an interest in Developer or the Property, or any portion thereof, including, without limitation, purchasers or long-term ground lessees of individual lots comprising a

portion of the Property. Such assignments or transfers shall be made pursuant to a written agreement ("Transfer Agreement") without the necessity of consent by the City.

13.10. Agreement Binding on Successors.

This agreement shall be binding upon and shall inure to the benefit of the parties and their successors as provided by RCW 36.70B.190. The City agrees that Developer retains the right to assign this agreement pursuant to Paragraph 11.9.

13.11. Interpretation.

This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as: (a) a waiver of the City's constitutional and statutory powers; or (b) implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

13.12. Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement for a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

13.13. Necessary Acts.

Each Party shall execute and deliver to the other all other further instruments and documents that are reasonably necessary to carry out and implement this Agreement and/or Project Approvals as may be necessary to provide the Party with a full and complete enjoyment of its rights and privileges under this Agreement.

13.14. Authority.

Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

13.15. Entire Agreement.

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.

13.16. Covenant Running with the Land.

This Agreement and all provisions contained herein shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Washington law.

13.17. <u>Recording</u>.

A memorandum of this Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on Developer and its successors and assigns. The memorandum shall be substantially in the form attached as $\underline{\text{Exhibit } E}$.

13.18. Covenants Not Inconsistent With Project Approvals and/or this Agreement.

Developer (its successors and assigns) shall have the right to record such Covenants, Conditions and Restrictions ("CC&Rs") against all or any portion of the Developer Property provided that those CC&Rs are not inconsistent with the requirements or conditions set forth in any Project Approval or this Agreement. Such CC&Rs may be executed and recorded without review or approval by the City, except as may be required by the Shelton Municipal Code.

13.19. No Third-Party Beneficiary.

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

13.20. Notice.

A notice of communication required by this Agreement between the City and Developer shall be in writing and either: (a) delivered personally, (b) sent by electronic mail with an additional copy mailed First Class, or (c) deposited in the U.S. Mail, Certified Mail, postage prepaid, return receipt requested, and addressed as follows:

Jeff Niten
City Manager
City of Shelton
525 W Cota Street
Shelton, WA 98584
Jeff.Niten@Sheltonwa.gov
Shelton Workforce Housing Owner LLC
c/o EquityPlus Manager, LLC
Address: 1888 Main Street, Suite C163
Madison, MS 39110
Email: afechter@equityplusllc.com
Attn: Avram Fechter and Timothy McCarty

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time giving notice to the other Party may designate a different address or person to which such notice or communication shall be given.

13.21. Attorneys' Fees and Costs.

In any action to enforce or determine a Party's rights under this Agreement, the Parties shall bear their own fees and costs.

13.22. Effective Date.

This Agreement shall be effective upon the last date this Agreement was executed by all Parties (the "Effective Date").

13.23. Counterparts.

This Agreement may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

Signatures on the following page.

IN WITNESS WHEREOF, THIS AGREEMENT has been entered into by the Parties on the dates set forth below.

CITY OF SHELTON

a Washington Municipal Optional Code City

	Date
Jeff Niten, City Manager	
Approved As to Form:	
SHELTON WORKFORCE HOUS a Washington Limited Liability Co	
By:	Date
STATE OF WASHINGTON)	
) ss.) ss.)	
<u>(UUNITURINO</u>)	

I certify that I know or have satisfactory evidence that ______ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of

Shelton Workforce Housing Owner LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this ______ day of ______, 2021.

Notary Public in and for the State of Washington Residing at ______ My Commission Expires_____

EXHIBIT A

CONCEPTUAL SITE PLAN

Exhibit B

Mountain Bike Trail schematic

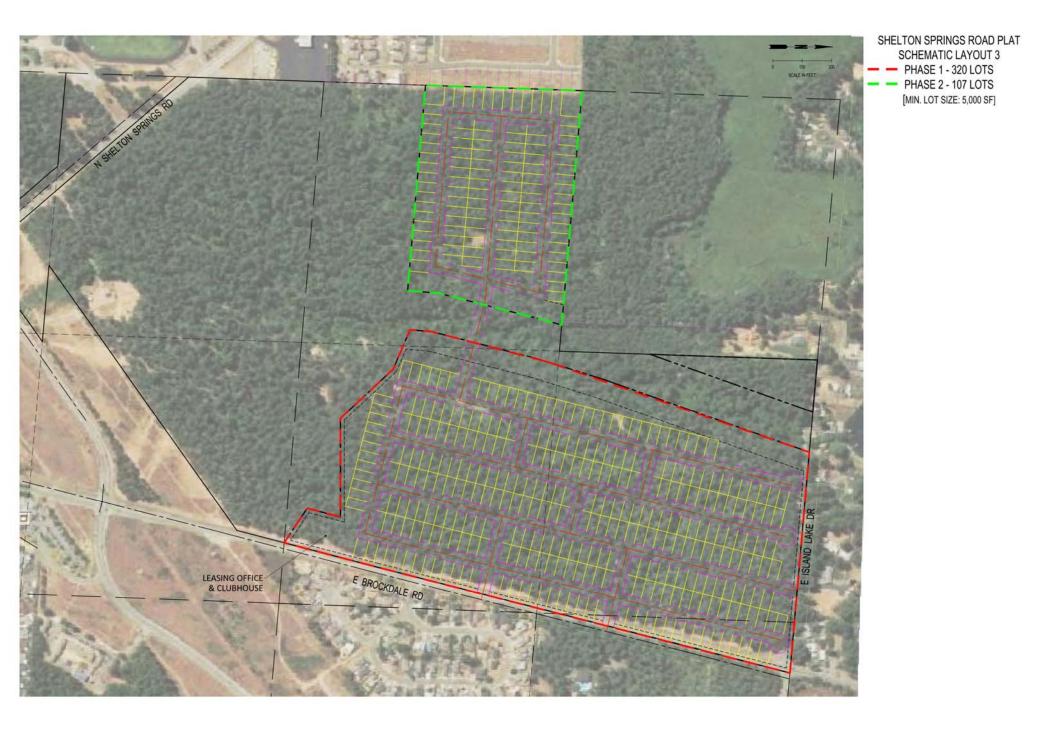


EXHIBIT B

Off-road biking is an increasingly popular recreational activity for many outdoor enthusiasts. The sport provides many benefits such as being out in nature, exercise, enjoyment, and car-free biking to name a few. Mountain biking is one of the fastest growing recreational and adventure tourism activities and we believe South Mason County/Shelton is uniquely positioned to capture this growth.

Rapid growth in participation has led to increasing demand for quality trail networks that can meet different user needs. This presents challenges for land managers, clubs, volunteers and other stakeholders. This has led to the need for a strategic approach to the development of appropriate facilities, to provide environmental, social and economic outcomes for South Mason County and the City of Shelton.

The South Sound YMCA, along with the City of Shelton and Mason County are working to bring trails over this broad geographic area.

Situated between the Puget Sound and Olympic Mountains in Mason County, Washington; Hood Canal is filled with world-class activities like SCUBA and skydiving, a thriving culinary scene sampling heavily from locally-sourced and wild-caught fare, an active social calendar packed with live music and community events and plenty of places to hide away from it all when you just want the world to yourself. Shelton & the Hood Canal are a renowned nature based tourism destination, attracting visitors to its vast natural assets, which include Olympic National Park, Olympic National Forest, and the Hood Canal.

Who are Mountain Bikers

Mountain bikers are often misrepresented in the wider community as the younger adrenalin junky stereotype. However, there have been numerous studies into the demographics and profile of typical mountain bikers, which dispel this illusion. From an economic and tourism perspective, mountain bikers are typically high yield, and willing to travel domestically and internationally to experience new trails and participate in events. Mountain bikers also make a significant volunteer contribution to trail care.

Recent market research suggests that mountain bikers are:

- Mostly male (however women are a rapidly increasing market segment)
- Between the ages of 25-44
- Relatively affluent with high household incomes
- Generally well educated
- Participate frequently and over the long term

• When travelling for mountain biking, the average stay at each location 3 to 5 days, and the average spend per day is between \$60 and \$100 (accommodation, food, recreation, excluding travel cost to get to a destination) (Pinkbike, 2016).

Mountain bike trails are enjoyed by a diverse range of user types, who have varying motivators, needs and expectations. The profiles below provides a brief overview of the various user types, the experience they seek and their market potential.

Proposal – Trail Town

A trail town is a population center or popular recreation destination that offers a wide range of high quality trails as well as related services, facilities, businesses, strong branding and supportive governance. It can incorporate trail center and typically has multiple trail networks. A trail town may consist of a number of sites, hosting several signed and mapped trails of varying type and classification.

Mountain bike facilities such as car parking and visitor services are available within the vicinity, typically provided by independent businesses, land managers or local governments. In order to appeal to the market majority, it is important trail towns are user friendly and have high quality directional signage and maps.

Trail towns benefit from having a single central information and service center to promote and provide access to trails. Although different, these can act similarly to a trail center. Trail towns should have at least one cohesive trail network offering multiple classifications and trail types within a single uninterrupted area (for example, with no major road crossings).

Types of Trails

Trails will comprise options for beginners to advanced/expert. Options include:

SKILLS COURSE

A course the contains logs to hop over, raised boardwalks to balance on, rock piles to navigate, and other obstacles that help build, test, and expand a biker's skill set.

PUMP TRACK

Closed circuit trail with rolling mounds and banked curves. Good for developing bike control skills.

FREERIDE

Gravity and pedal-propelled downhill riding that involves negotiating jumps, drop-offs and other artificial features. More extreme than cross county riding.

GRAVITY AREA/ JUMP LINES

Mounds of dirt that allow riders to practice aerial techniques. Defined separation between skill levels help ensure rider safety and allow skill progression.

CROSS COUNTRY

Trails that follow the natural features of the landscape. Features may include rock gardens, wooden bridges and lower level drop-offs.