

Heidi K. S. Napolitano

From: Tom McCormick <tommccormick@mac.com>
Sent: Monday, July 18, 2022 3:44 PM
To: Eric Faison
Cc: Mike Quinn; Bill Trimm; Heidi K. S. Napolitano
Subject: Objection to Section C.1. of the ANNEXATION AND DEVELOPMENT AGREEMENT – FIRST AMENDMENT

Eric,

Section C.1. of the ANNEXATION AND DEVELOPMENT AGREEMENT – FIRST AMENDMENT provides that, "The Parties agree that the Preliminary Plat will be reviewed pursuant to the Town's development regulations in the Town's Municipal Code ("WMC"), as applicable to the Property on July 11, 2016, including the Town's Environmentally Critical Areas ordinance."

On behalf of the public, I object to using the WMC's outdated critical areas ordinance. The Preliminary Plat must be reviewed pursuant to the Town's development regulations in the WMC that are in effect on the date that the Developer submits its Preliminary Plat application to the Town. Thank you for making this revision.

Please enter this email as a public comment for tonight's meeting, and distribute it to all Councilmembers.

Thank you.

Tom McCormick

July 16, 2022

To: Woodway Town Council

From: Henry Veldman, 23820 115th Place West, Woodway

Subject: Comments regarding Amendment of the original Annexation and Development Agreement

- The original agreement was never brought to conclusion so it is not a valid document to be amended. The Annexation of the property was consummated and the developer did not meet any of the deadlines stipulated in the agreement. Rather than create an amended document this should be a new agreement. Furthermore under General Conditions of the original agreement page 6 of 7 # 6 states “this agreement is for the benefit of the parties hereto and shall not confer rights on any third party” .
- Section A of the proposed amended agreement deletes the entire requirements of developing the houses. Section 1: 1.1, 1.2, 1.3, 1.4, and 1.4.2, 1.4.3. Yet future development of less than 34 houses is a possibility in the parcel B option.
- In the proposed amended agreement General Conditions C - the developer benefits from regulations dated July 11, 2016 rather than current best available science and stipulations imposed on building sites in Snohomish County in sensitive potential landslide area as a result of Oso mudslide, recent LIDAR testing etc. This puts the Town of Woodway and its citizens at risk for future litigation should untoward events with earth movement occur.
- Under General Conditions in the proposed amended document # 13, the agreement shall terminate on July 31, 2032. This 10 year period creates an undo burden to property owners (myself included) should there be interest in selling a home. The property owner would have 10 years to plan or develop with no requirement of specifics. The property would be in “limbo”
- There should be some language defining what requirements are to maintain property that is not within parcel A or parcel B