

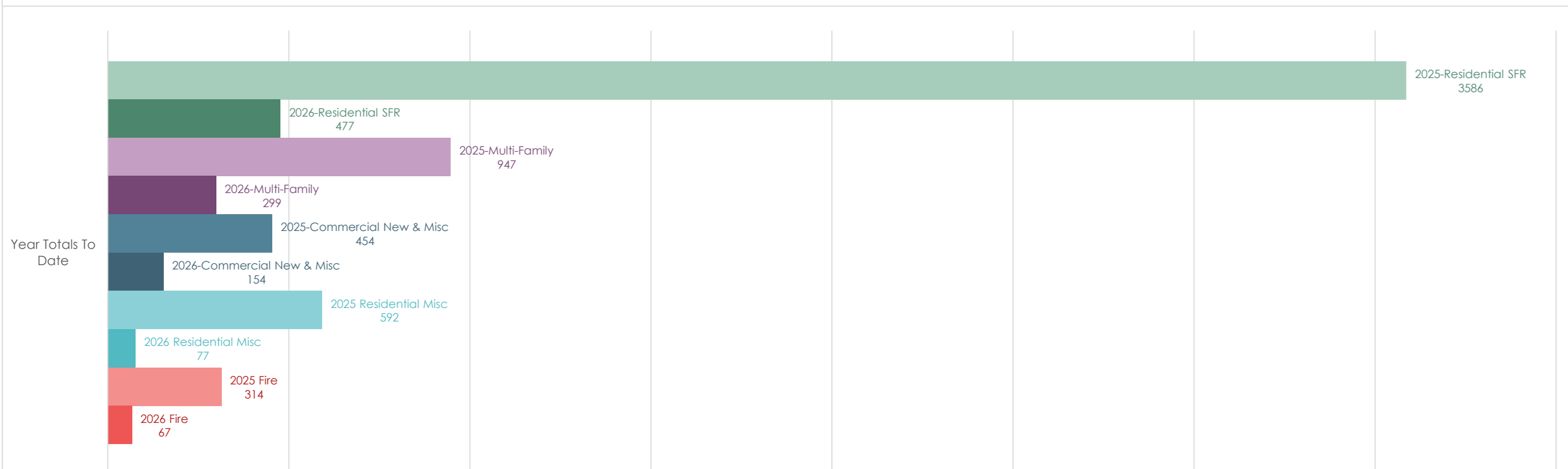
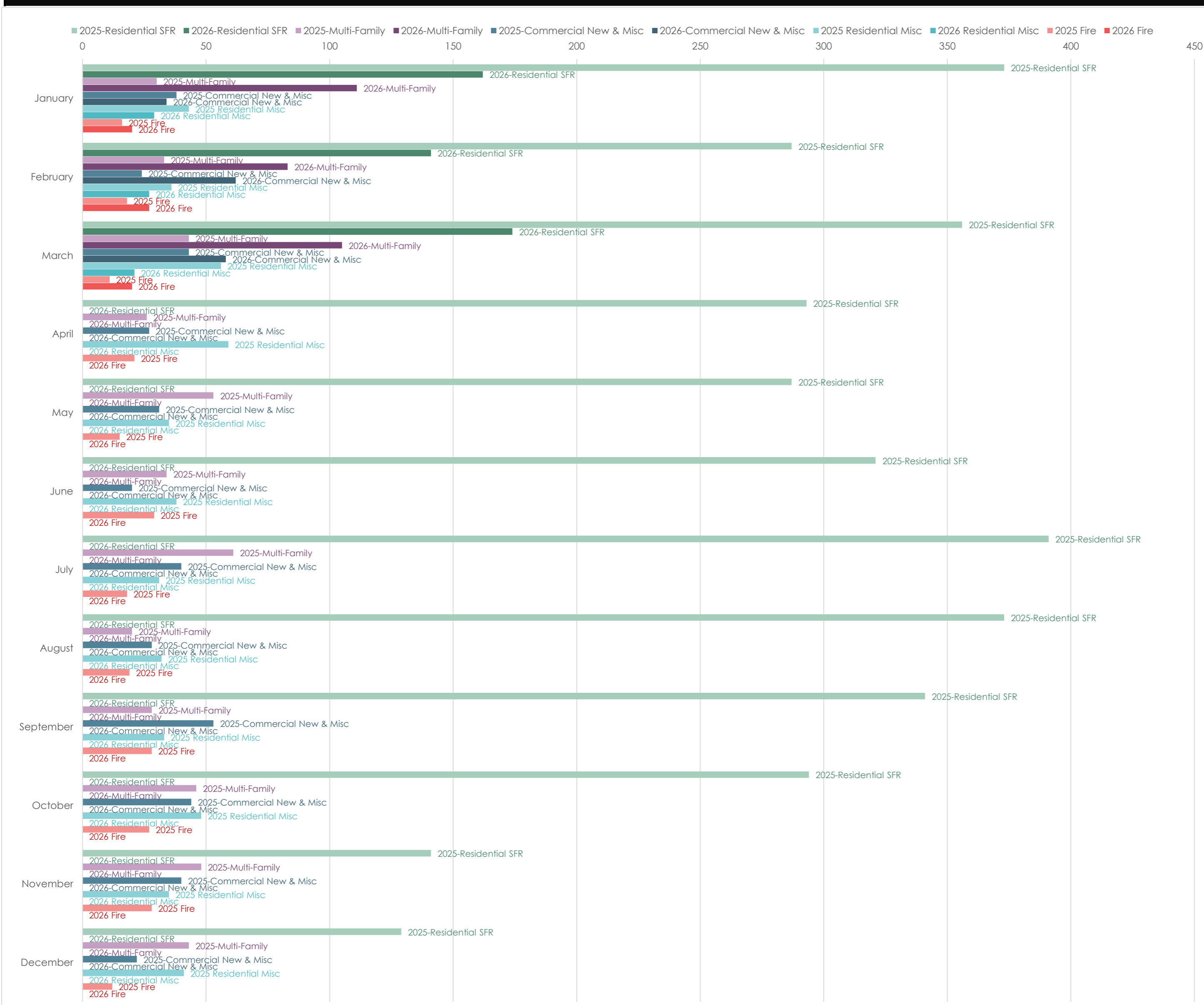
All City Building Stats Combined

Inspection Year-to-Year Comparison 2025-2026

2025-26 Total Inspections COMBINED

Month	2025-Residential SFR	2026-Residential SFR	2025-Multi-Family	2026-Multi-Family	2025-Commercial New & Misc	2026-Commercial New & Misc	2025 Residential Misc	2026 Residential Misc	2025 Fire	2026 Fire
January	373	162	30	111	38	34	43	29	16	20
February	287	141	33	83	24	62	36	27	18	27
March	356	174	43	105	43	58	56	21	11	20
April	293	0	26	0	27	0	59	0	21	0
May	287	0	53	0	31	0	35	0	15	0
June	321	0	34	0	20	0	38	0	29	0
July	391	0	61	0	40	0	31	0	18	0
August	373	0	20	0	28	0	32	0	19	0
September	341	0	28	0	53	0	33	0	28	0
October	294	0	46	0	44	0	48	0	27	0
November	141	0	48	0	40	0	35	0	28	0
December	129	0	43	0	22	0	41	0	12	0
Year Totals To Date	3586	477	947	299	454	154	592	77	314	67

Year-To-Year Comparison

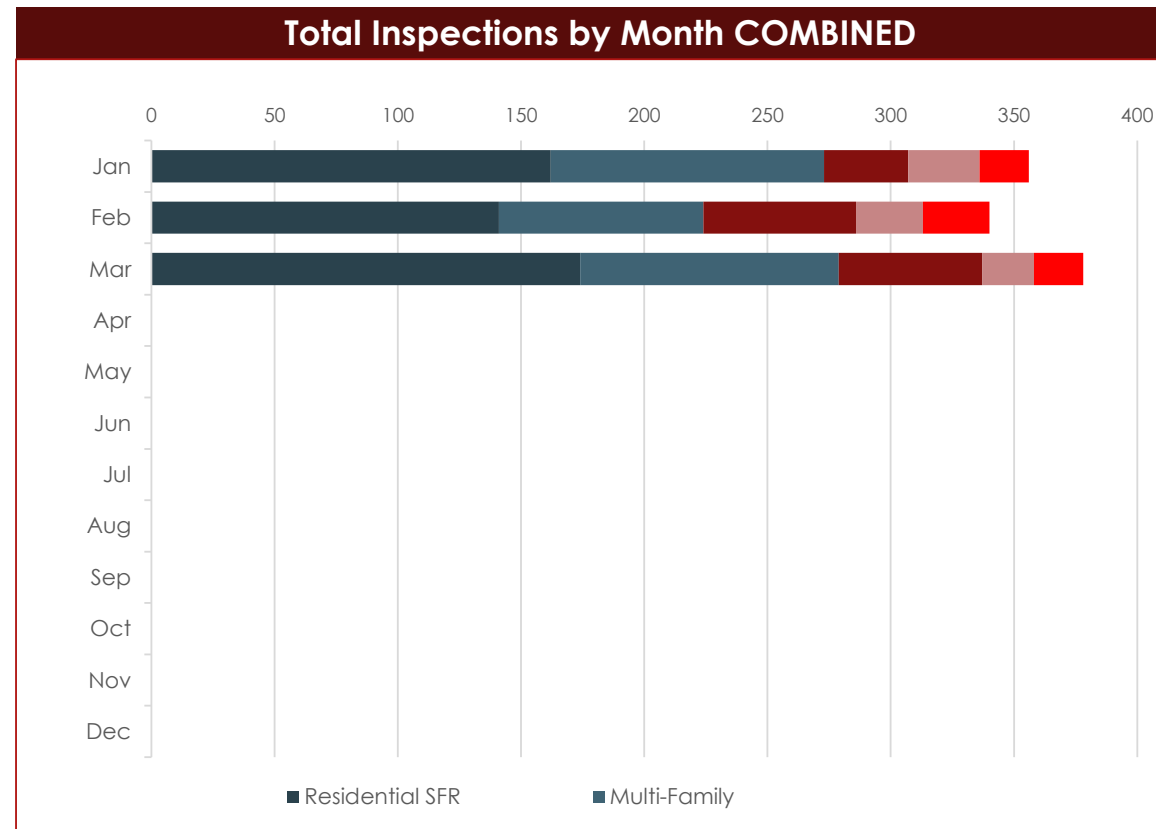


All City Building Stats Combined

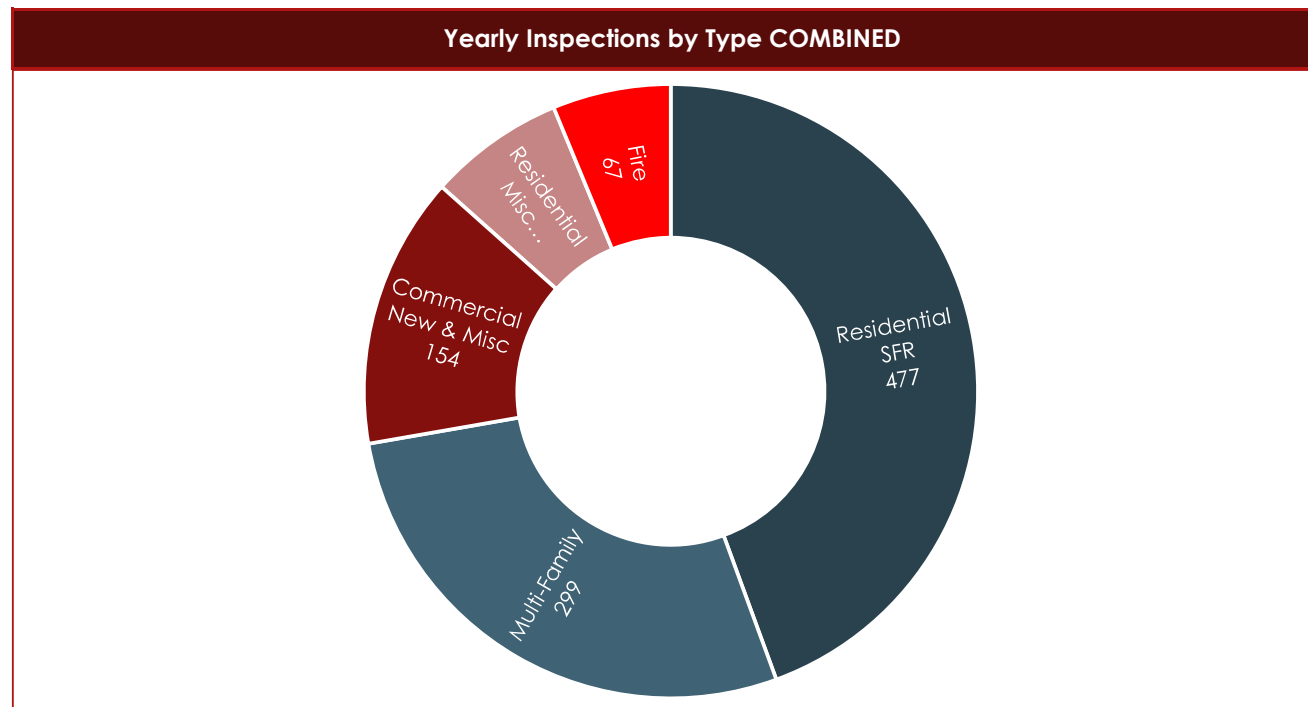
Inspection Year Totals 2026

Starting Date Jan-26

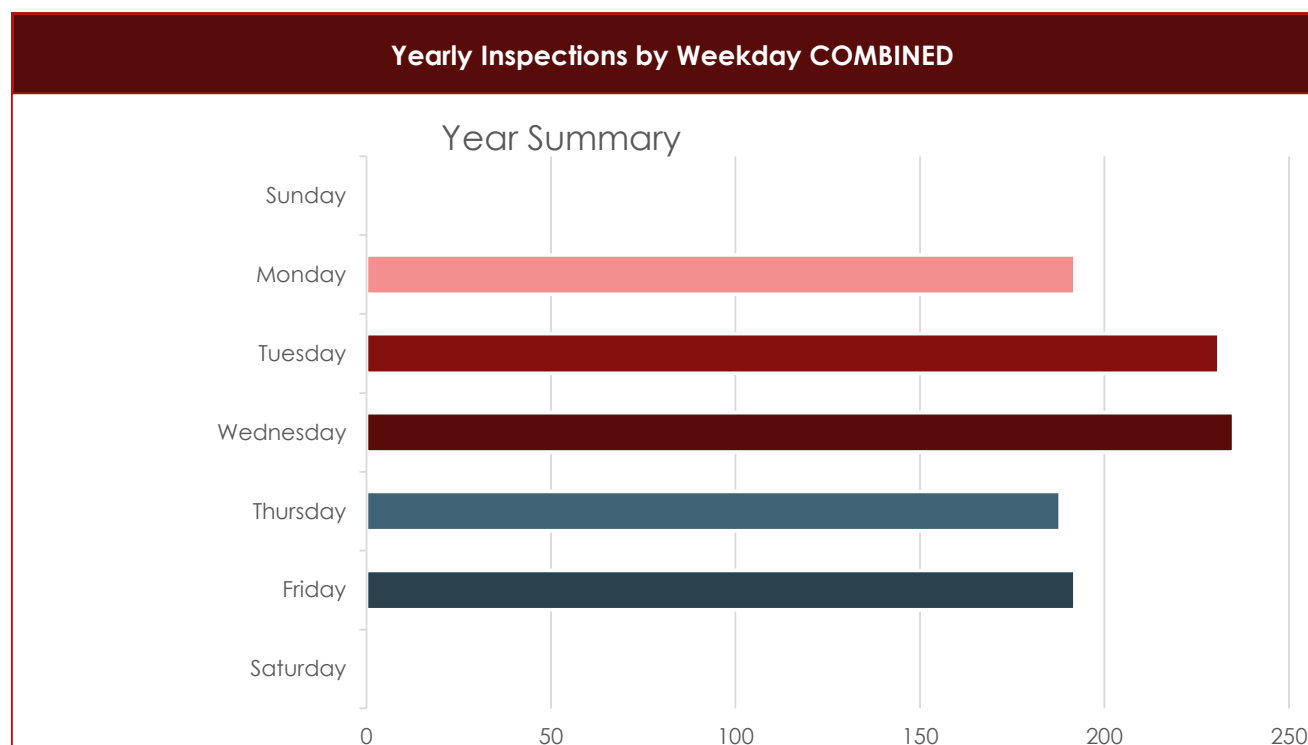
Total Inspections COMBINED					
Month	Residential SFR	Multi-Family	Commercial New & Misc	Residential Misc	Fire
January 2026	162	111	34	29	20
February 2026	141	83	62	27	27
March 2026	174	105	58	21	20
April 2026	0	0	0	0	0
May 2026	0	0	0	0	0
June 2026	0	0	0	0	0
July 2026	0	0	0	0	0
August 2026	0	0	0	0	0
September 2026	0	0	0	0	0
October 2026	0	0	0	0	0
November 2026	0	0	0	0	0
December 2026	0	0	0	0	0
Year Totals To Date	477	299	154	77	67



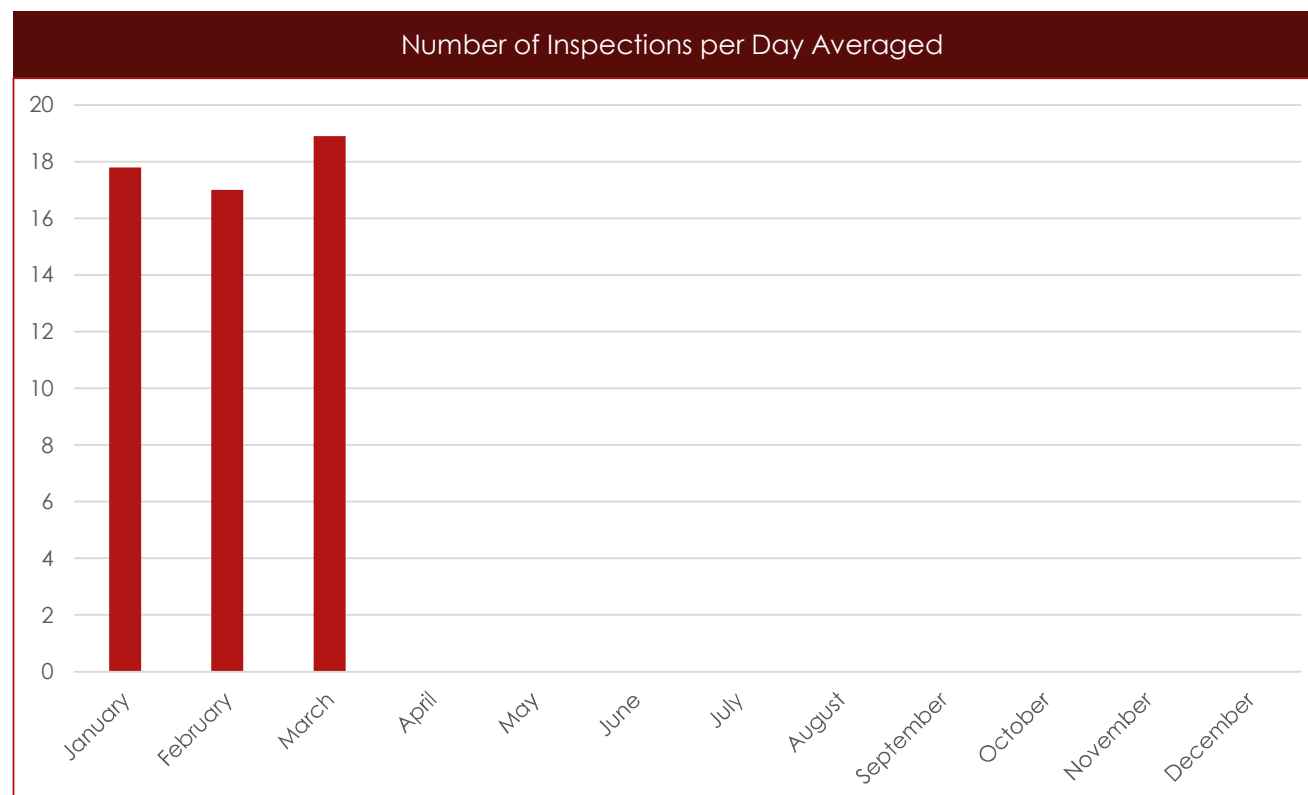
Yearly Inspections by Type COMBINED	
Type	Yearly Total
Residential SFR	477
Multi-Family	299
Commercial New & Misc	154
Residential Misc	77
Fire	67
Total of All	1074



Yearly Inspections by Weekday COMBINED	
Weekday	Totals
Sunday	0
Monday	192
Tuesday	231
Wednesday	235
Thursday	188
Friday	192
Saturday	0



Number of Inspections per Day Averaged	
Month	Daily Average
January	18
February	17
March	19
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0



*Averages are inaccurate until the month is completed.

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Data Collection Footnotes

Residential Misc includes projects on existing homes such as plumbing or mechanical replacements, decks, and remodels. Commercial New & Misc includes projects on both new and existing buildings that are not single or multi-family. Group inspections with other inspectors are still included on this log. Each separate inspection in Smartgov is counted separately on this log (for example, FND, FOOTINGS and FND, STEM WALLS are counted as two inspections).

DRAFT DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PORT ORCHARD AND McCORMICK
COMMUNITIES, LLC FOR THE DEVELOPMENT OF McCORMICK URBAN
VILLAGE

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Port Orchard, a non-charter, optional code Washington municipal corporation, hereinafter the “**City**,” and McCormick Communities, LLC, a Washington limited liability company, hereinafter the “**Developer**” (individually, a “**Party**” and collectively, the “**Parties**”). The Parties hereby agree as follows:

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

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

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

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

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

WHEREAS, Port Orchard adopted Chapter 20.26 of the Port Orchard Municipal Code (“POMC”) which establishes the standards and procedures for Development Agreements in Port Orchard; and

WHEREAS, Chapter 20.26 POMC is consistent with State law; and

WHEREAS, the Property previously had a development agreement which was approved on November 9, 2010 (Contract 068-10) for the development of the Property, however, that development agreement expired on November 9, 2025; and

WHEREAS, the Developer applied for a new Development Agreement on September 18, 2025 under Chapter 20.26 POMC and such Agreement has been processed consistently with the POMC and State law; and

WHEREAS, on June 7, 2022, the Developer submitted a complete application for a 153 lot subdivision for the Property LU22-Plat-Prelim-02 which vested the Property to the POMC on the date of submittal; and

WHEREAS, on April 8, 2025, the City Council approved Resolution 015-25 granting final plat to McCormick North Village Residential East, the final plat associated with LU22-Plat-Prelim-02; and

WHEREAS, this Development Agreement by and between the City of Port Orchard and the Developer (hereinafter the “Development Agreement”), relates to the development known as the McCormick Urban Village, which is located at: Feigley Road W and Yarrow St (Kitsap County Tax Parcel numbers for the Subject Property are attached to this Agreement as **Exhibit B**) (hereinafter the “**Subject Property**”); and

WHEREAS, the Subject Property is close to a future school site and close to public parks; and

WHEREAS, the Developer’s project will help to create a walkable neighborhood center near to schools and parks that includes middle housing and provides needed commercial services and amenities for densifying residential areas; and

WHEREAS, it is in the City’s and the public’s interest to facilitate the expedited development of the Developer’s Project in order to provide services and amenities for residents and to enable the creation of housing that is affordable for more individuals and families; and

WHEREAS, by increasing density with middle housing and developing commercial retail in the same area, the McCormick Urban Village will reduce vehicular traffic, and create a more walkable neighborhood center which will improve quality of life for residents located within and near the Subject Property; and

WHEREAS, in order to facilitate the project having superior design principles, some flexibility on applicable code provisions is appropriate and is off set by the public benefit of having a development with superior design; and

WHEREAS, as consideration to the City for the design flexibility described herein, McCormick agrees to begin design on the City’s Parish Creek Augmentation Station, a water system improvement identified in the City’s water system plan that will increase the city’s allowed pumping rates at Well 11; and

WHEREAS, the Parties agree to revisit the 2022 Water Capital Facilities Charge Credit Agreement (C048-22) to add the Parish Creek Augmentation Station project (a subset of CIP project #22 as identified in the City’s water system plan) to the agreement and to outline the terms of the credit as it relates to the design and construction of this project, pursuant to POMC 13.04.030, after the city secures all necessary easements and maps; and

WHEREAS, the Developer shall be under no obligation to amend other sections of the 2022 Water Capital Facilities Charge Credit Agreement unrelated to the addition of this one project, unless mutually agreed upon; and

WHEREAS, in consideration of the benefits conferred by this new Agreement, which reflect the current plans of both the City and the Owner, the Parties deem it in their best interests to enter into this Agreement; and

WHEREAS, the City Council held a public hearing on [Date] regarding this Agreement; and

WHEREAS, after a public hearing, by Ordinance No. [xxx], the City Council authorized the Mayor to sign this Agreement with the Owner.

AGREEMENT

Section 1. The Project. The Project is the development and use of the Property, consisting of 24 acres in the City of Port Orchard. The Project consists of the development of the McCormick Urban Village which is expected to be comprised of 378 middle housing units, 31,700 square feet of retail, and 230,000 square feet of additional infrastructure improvements (“**Project**”).

Section 2. Developer’s Property. The Project site is legally described and depicted in Exhibit “A” and is attached hereto and incorporated herein by this reference (“**Subject Property**” or “**Property**”).

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Ordinance” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200 and Chapter 20.26 POMC.

b) “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) “Council” means the duly elected legislative body governing the City of Port Orchard.

d) “Design Guidelines” means the design requirements contained in the Port Orchard Municipal Code.

e) “Director” means the City’s Community Development Director or Director of Planning and Building.

f) “Effective Date” means the effective date of the Adopting Ordinance.

g) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Port Orchard in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building design guidelines. Existing Land Use Regulation does not include non-land use regulations, which include taxes, impact fees, utility connection fees, storm water control regulations, and all construction codes (i.e., International Residential Code, International Building Code, Energy Code, etc.).

h) “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Subject Property.
- b) Exhibit B – List of Parcels of the Subject Property to which this Development Agreement applies.
- c) Exhibit C – Final Plat Map McCormick Woods Village East approved by Resolution No. 15-25.
- d) Exhibit D – Preliminary Plat Conceptual Map for McCormick LU24-Plat-Prelim-01.
- e) Exhibit E – Description and components for Parish Creek Augmentation Station

These exhibits are each attached to this Agreement and incorporated herein by this reference as if set forth in full.

Section 5. Parties to Development Agreement. The Parties to this Agreement are:

- a) The “City” is the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366.
- b) The “Developer” or “Property Owner” is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 805 Kirkland Ave., Suite 200, Kirkland, WA 98033-8150.

Section 6. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of

ten (10) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

Section 8. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer. Notwithstanding this Agreement, except as modified by this Agreement, the Developer is vested to the land use control ordinances in effect at the time of its application for the subdivisions under application number LU22-Plat-Prelim-02, LU24-Plat-Prelim-01, and the final plat approved via Resolution 15-25. Provided, however, that, consistent with state law, this Agreement does not vest the Developer to standards which are not considered “land use control ordinances.”

Section 9. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

Section 10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City’s code, and shall not require an amendment to this Agreement, provided however, that amendments to related plats shall be processed under Chapter 20.88 POMC.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Required Public Improvement Design.

a) Developer acknowledges and agrees that as a condition of granting this Agreement, that Developer will design the City’s Parish Creek Augmentation Station (“**Water System Improvement**”). The Water System Improvement is identified in the City’s water system plan and will increase the City’s allowed pumping rates at Well 11. The Water System Improvement shall be designed to City standards and meet the requirements set forth in **Exhibit E** which is attached hereto and incorporated herein by this reference.

b) Developer will commence design only after city has secured the necessary easements

and mapping of the augmentation route and location.

c) Once Developer has completed design of the Water System Improvement, Developer shall assign all rights to the design to the City. All design costs will be eligible for a credit pursuant to POMC 13.04.030 under a future agreement between the Parties as described in “d” below.

d) The Parties entered into a prior agreement for water facility improvements in 2022. That agreement was titled the Water Capital Facilities Charge Credit Agreement (C048-22) (“**Water Credit Agreement**”). The Parish Creek Augmentation Station project is not included in the Water Credit Agreement. The Parties agree to negotiate in good faith to amend the Water Credit Agreement to provide credit for the design and possible construction of the Water Improvements set forth in this Agreement.

Section 13. Existing Fees and Charges.

Reserved.

Section 14. Design Flexibility; Departures Granted. The City grants the following design departures for this Development Project:

a) **Lot Coverage (single family, Fourplex, Courtyard Apartments) (POMC 20.34.030).** The following pervious solutions listed below shall be acceptable when impervious percentage is not possible to remain under 80%. These departures are only granted to the extent that the improvements meet ADA compliance.

1. Pervious Concrete
2. Porous Asphalt
3. Permeable Interlocking Concrete Pavers (PICP)

b) **Parking (excess stalls) (POMC 20.38.270; POMC 20.124.100; POMC 20.124.150).** Parking stalls on private property in excess of the minimum development code requirements are exempt from POMC 20.124.100 and 20.124.150 but must be concrete, asphalt, paver tile surface, or other similar paving.

c) **Porch Standards (POMC 20.122.060).** Porches & stairs can extend into the front yard setback, provided at least 2 feet is maintained from the lot line, and no more than 20% of buildings in any one contiguous streetscape is less than 3’ from Right of Way, provided, however, this departure shall not relieve the builder from any requirements of the building code. If there is a conflict between the building code and this Agreement, the building code shall prevail.

d) **Façade Variation (POMC 20.139.035.(3)(a).iii.B).** The minimum alternative elements to meet different façade elevations variation shall be 1.

e) **Siding Materials (POMC 20.139.040.1.b).** Board-and-batten siding without masonry permitted on façades observable from any street or public space.

f) **Detached Garages and Carriage Units (POMC 20.38.230).** Detached garages

and carriage units are permissible along the frontage on non-standard lots constrained by critical areas or other limitations. The detached garage and carriage unit façade shall have a reduced side street and primary set back of 2' to allow the necessary separation from the critical areas.

g) **Transparency (Windows) (POMC 20.32.130 and 20.32.140).** Thirty percent (30%) minimum transparency in Commercial Storefront Zones and twenty percent (20%) minimum transparency for nonresidential zones, commercial zones that are not in Commercial Storefront Zones, and second stories in all zones.

Section 15. Default.

a) Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

b) After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Port Orchard Municipal Code for violations of this Development Agreement and the Code.

Section 16. Termination. This Agreement shall expire and/or terminate as provided below:

a) This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

b) This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement and submits applications for development of the Property that are inconsistent with such permits and approvals.

c) This Agreement shall terminate upon the expiration of the term identified in Section 7, which expiration date is [INSERT DATE] or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and

effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

d) Termination and Modification. Upon termination, any further development of the property shall conform to the development regulations applicable to the property at the time of permit application. The Developer understands that under POMC 20.25.020(7), the City is prohibited from modifying this development agreement by extending the termination date. The Developer further understands that any request for a modification shall be consistent with the city's development regulations applicable to the property at the time of the request, not the original execution date of this Development Agreement.

Section 17. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 18. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the then existing planning and zoning laws).

Section 19. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement with a sale of the underlying property. The Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 20. Binding on Successors; Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 21. Amendment to Agreement; Effect of Agreement on Future Actions. Modifications to this Agreement shall be in writing, signed by the duly authorized representatives

of the parties, be consistent with chapter 20.26 POMC, and, where considered substantive as determined by the director, follow the same procedures set forth in chapter 20.26 POMC. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

Section 22. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 23. Notices. Notices, demands, and correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 24. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 25. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Kitsap County Superior Court or the U.S. District Court for Western Washington.

Section 26. No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not create any rights enforceable by any party who is not a party to this Agreement.

Section 27. City's right to breach. The parties agree that the City may, without incurring any liability, engage in action that would otherwise be a breach if the City makes a determination on the record that the action is necessary to avoid a serious threat to public health and safety, or if the action is required by federal or state law.

Section 28. Developer's Compliance. The City's duties under the agreement are expressly conditioned upon the Developer's or Property Owner's substantial compliance with each and every term, condition, provision and/or covenant in this Agreement, including all applicable federal, state, and local laws and regulations and the Developer's/Property Owner's obligations as identified in any approval or project permit for the property identified in this Agreement.

Section 29. Limitation on City's Liability for Breach. Any breach of this Agreement by the City shall give right only to damages under state contract law and shall not give rise to any liability under Chapter 64.40 RCW, the Fifth and Fourteenth Amendments to the U.S. Constitution, or similar state constitutional provisions.

Section 30. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer. In such event, Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 31. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof.

Section 32. Recording. This Agreement shall be recorded against the Subject Property with the real property records of the Kitsap County Auditor. During the term of the Agreement, it is binding upon the owners of the property and any successors in interest to such property.

Section 33. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

[Signatures on Next Page]

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

McCORMICK COMMUNITIES, LLC:

CITY OF PORT ORCHARD

By _____

By _____

Robert Putaansu

Its _____

Its Mayor

ATTEST:

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Patrick Schneider
Attorney for McCormick Communities

Jennifer Robertson
City Attorney's Office

