



PORT LUDLOW DEVELOPMENT AGREEMENT

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Community Development



Introduction

1. Became the Port Ludlow Lead Planner in March 2007 per JCC Title 17.05.060 Qualified Lead Planner.
2. First project was to final Olympic Terrace 2 Phase I (41 lots)
3. Processed the Ludlow Cove 2 subdivision from start to finish 2007 – 2014 (42 lots)
4. Processed Resort Plan Revision 2008
5. Final Olympic Terrace 2 Phase II 2024 (37 lots)
6. Two Development Agreement Amendments (2008 & 2013)



DCD Port Ludlow Webpage

Where to find County information on Port Ludlow, such as Title17 & The Development Agreement:

Community Development Webpage:

<https://www.co.jefferson.wa.us/260/Community-Development>

Click on Topics:

Port Ludlow:

<https://www.co.jefferson.wa.us/553/Port-Ludlow-Master-Planned-Resort>



Port Ludlow Webpage

The screenshot shows a web browser window with the URL co.jefferson.wa.us/553/Port-Ludlow-Master-Planned-Resort. The page header includes the Jefferson County Washington logo and navigation links: HOW DO I..., GOVERNMENT, BUSINESS, RESIDENTS, and SERVICES. A search bar on the right contains the name "Heidi Eisenhour".

The main content area is titled "Port Ludlow Master Planned Resort" and includes the following sections:

- Planning Issues**
 - Equivalent Residential Units (MERU)
 - MERU Request for Proposals
- Introduction**

This page contains information related to the Port Ludlow area, including Planning Issues and Development Applications. Check frequently for updates.

Case log items and hearing exhibit items are accessed in the [Development Applications](#) section below.

 - [Port Ludlow Drainage District](#) suggested amendments to Unified Development Code
 - [Port Ludlow Resort Revision](#) - A closed record appeal hearing will be held in December 2007.
- Resources**

Title 17 Port Ludlow Master Planned Resort: [HERE](#)

Development Agreement with Port Ludlow Associates: [HERE](#)
- Short Term Rentals**

Short Term Rentals (rentals of residence less than 30 days including Air BnB's) are prohibited in the Port Ludlow Master Planned Resort EXCEPT for the Resort Complex Zone where the Inn, Marina, Beach Club and Condos are located. For more information, contact the Port Ludlow Lead Planner.
- More Information**

The Windows taskbar at the bottom shows the time as 2:27 PM on 2/3/2025.



Port Ludlow Webpage (cont.)

test.co.jefferson.wa.us/WebLinkExternal/Browse.aspx?dbid=0&id=2634012&row=1&cr=1

Google Chrome isn't your default browser [Set as default](#)

Laserfiche Search in WebLink [Advanced](#) [My WebLink](#) [More](#)

Jefferson > Community Development > **Port Ludlow Development Agreement** 6 Entries

<input type="checkbox"/>	Name	Site Address	Description	Parcel Number	Permits - Document Type
<input type="checkbox"/>	Development Agreement			000000000	
<input type="checkbox"/>	Final PLA Timber Harvest Settlement Ag			000000000	
<input type="checkbox"/>	Olympic Sewer and Water Amendment			000000000	
<input type="checkbox"/>	Port Ludlow DA Amendment No 1			000000000	
<input type="checkbox"/>	Port Ludlow DA Amendment No 2			000000000	
<input type="checkbox"/>	Subdivision Ordinance #04-0526-92			000000000	

Port Ludlow Development Agreement

[Metadata](#) [Preview](#)

Entry Properties

Modified 1/14/2021 9:08:41 AM

Created 1/7/2021 9:52:55 AM

Template

No template assigned

3:00 PM 2/3/2025



Development Agreement History and Background

1. Port Ludlow MPR created under RCW 36.70A.362 - Exiting Resort
2. DA Recorded in August 2000 as Resolution 42-00 – Legal Contract between County and Developer includes
 - List of PLA properties by tax parcel
 - Recitals of the Resolution
 - Scope of development and agreement
 - Clarity on environmental review
 - Resort Plan Amendment
 - Development Agreement Amendment
 - Dispute resolution and termination of agreement



Development Agreement Reason, Concept and Value

1. “A plan for the future buildout of the Pope (PLA) property with the Port Ludlow MPR promotes growth management and planning objectives of the County.” DA Exhibit A, Section 1.2
2. Provides long term certainty for the Developer by vesting to development regulations at the time of adoption.
3. Value for Developer in terms of less restrictive code – example, shoreline development setback of 30 feet.
4. Problematic because code changes improve processing of development applications over time – example, Appellet Hearing Examiner Amendment



Development Agreement

Vesting of Old Development Ordinances

PORT LUDLOW DEVELOPMENT AGREEMENT (Currently)	JEFFERSON COUNTY CODE (After Expiration of Development Agreement)
Appendix A – MPR Code	JCC Title 17 Article I (except 17.05.050)
Appendix B – Adoption of Comp Plan 1998	Current Comprehensive Plan 2018
Appendix C - Rules of Procedure for Land Use Hearings 1998	JCC Chapter 2.30 Hearing Examiner & Chapter 18.40
Appendix C – Stormwater Management 1997	JCC 18.30.060 & 070 Grading & Stormwater
Appendix D – Critical Area Ordinance 1994	JCC 18.22 Critical Areas
Appendix E – Land Use Procedures Ord 1998	JCC 18.40 Permit Application and Review Procedures/SEPA Implementation
Appendix F – Shoreline Master Program 1989	JCC 18.25 Shoreline Master Program
Subdivision Ordinance 04-0526-92 1992	JCC 18.35 Land Divisions



Expiration of Development Agreement

“Any development applications for Pope Property (PLA) submitted after the expiration of this Agreement shall be vested to the development standards in effect at the time of the submission of a completed development application, pursuant to the then-effective state and local law.” (Section 3.14 After Termination)

What this means in essence, is that after the termination of the DA on May 8, 2025, any land use or building permit application submitted by PLA to the County, shall be reviewed and issued, or denied under JCC Title 15 (Buildings), JCC Title 17 (MPRs) & JCC Title 18 (Unified Development Code).



Timber Harvest Settlement Agreement

1. PLA received approval from DNR for a Class III timber harvest (clear cut) of an Open Space zoned parcel owned by PLA in 2015.
2. Jefferson County placed a “stop work” order on the harvest contending that the harvest was a violation of the development agreement.
3. Instead of going to court, the County and PLA agreed to a mediated settlement agreement, which has been in effect since 2016.
4. “This agreement shall expire automatically on the date of the Development Agreement expires, after any existing or future extensions.”
Section 11 Settlement Agreement.



Timber Harvest Settlement Agreement

1. As a result of on-going discussion with the County, PLA submitted a request in 2024 to the Board of Commissioners requesting an extension to the Development Agreement of another 5 years.
2. The County sees no benefit in extending the Development Agreement another 5 years, but was willing to renegotiate the Settlement Agreement.
3. PLA is not interested in renegotiating the Settlement Agreement.
4. Based upon legal analysis, the County has developed a strategy to deal with any potential timber harvest by PLA it determines to be a violation of code.



Summary

1. The Development Agreement (DA) is a legal contract between the County and PLA.
2. The DA vests PLA to old regulations that were in effect at the time of adoption.
3. Those regulations have been replaced over time by better ones that are consistent with State regulations, and provide a more streamlined process.
4. Upon expiration of the DA on May 8, 2025, the County will simply process PLA's application's like everyone else in Jefferson County.



QUESTIONS?