



**CITY OF SULTAN
DEVELOPER/SUBDIVISION AGREEMENT
DENALI RIDGE**

GRANTOR: **RSG ASSOCIATES, LLC**
GRANTEE: **CITY OF SULTAN, a municipal corporation**
Parcel Numbers: **28083300201200**

THIS AGREEMENT, by and between the City of Sultan, a Municipal Corporation, hereinafter referred to as “City,” and RSG Associates, LLC, c/o Rex Gale, hereinafter referred to as the “Developer”;

WHEREAS, the Developer submitted an application for approval of a preliminary Cluster Subdivision known as Denali Ridge described in Exhibit A (the “Plat”); and

WHEREAS, the Hearing Examiner of the City of Sultan held an Open Record Hearing on the Plat, File Number FPCUP05-001 on March 8, 2005; and

WHEREAS, the Hearing Examiner, on March 15, 2005, issued a recommendation approving the proposed Plat, subject to 17 conditions; and

WHEREAS, the City Council conducted a Closed Record Hearing on April 13, 2005 to consider the Report and Recommendation of the Hearing Examiner on the Plat; and

WHEREAS, the City Council Accepted the Report and Recommendation of the Hearing Examiner on April 14, 2005 and approved the Plat with the conditions recommended by the Hearing Examiner;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1 Conditions of Approval:

The Developer shall conform with the Conditions of Approval of the City Council, as set forth below:

This Preliminary Cluster Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sultan Municipal Code, standards adopted pursuant thereto, and the following special conditions:

General Conditions:

1. Exhibits 1.B.1 and 1.B.2 shall be the approved preliminary plat and Conditional Use Permit site development plans. Where any condition herein conflicts with those exhibits, the condition shall prevail.
2. All recommendations found in the Targeted Drainage Plan prepared by Design Build Services, Inc. (Exhibit 1.K) shall be implemented before, during, and after the development of this subdivision.
3. All recommendations found in the Critical Areas Study prepared by Roundtree Land Design (Exhibit 1.C) and the Third Party Review of the Critical Area Study (Exhibit 1.G) shall be implemented before, during, and after the development of this subdivision.
4. The wetlands found on and immediately offsite shall be protected from erosion in accordance with the Department of Ecology Puget Sound Basin Stormwater Management Manual. A silt fence shall be located at the edge of the wetland buffer (after buffer averaging) and remain in place until construction is complete and all upland areas are revegetated. The installation of the silt fence shall be in accordance with the Puget Sound Basin Stormwater Management Manual.
5. To ensure stormwater runoff does not negatively impact the on- and off-site wetlands, all surface water runoff from impervious surfaces shall be managed in accordance with the Puget Sound Basin Stormwater Management Manual. All surface water runoff from impervious surfaces shall be infiltrated, conveyed to an approved detention facility, or otherwise treated to protect water quality.

Prior to initiation of any site development work:

1. In accordance with SMC 16.28.340, the Developer/Plattor shall prepare a developer agreement subject to approval by the City. The agreement shall specify the requirements for construction of all infrastructure improvements, including plan submittals, inspections, bonding, private improvements, right-of-way improvements and facilities associated with the subdivision, including improvements to all common areas. Site construction drawings shall be prepared consistent with the conditions of approval.
2. Construction Plans must be approved by the City. The plans shall include, but not be limited to, designs for storm drainage, potable water, sanitary sewer, roads, street lighting, signage, landscaping, and other utilities. Said designs shall comply with the requirements of the Unified Development Code, City of Sultan Design Standards and Specifications, and Water/Sewer Design Standards.
3. The Developer/Plattor shall submit and the City shall review and approve a wetland mitigation plan meeting the requirements of SMC 16.80.070, which plan shall be based

upon and incorporate all applicable elements within Exhibits 1.C and 1.G. The mitigation plan shall include permanent fencing along the north side of Proposed Lots 1-8 and the east side of the Proposed Lots 8 and 9 of a size and style to physically delineate and prevent easy access into Tract B.

The following special requirements shall be included on the face of the final plat:

1. The Developer/Plattor shall show a 33-foot-wide strip of their frontage on Sultan Basin Road for dedication as Sultan Basin Road right-of-way.
2. Mitigation fees are required for park, traffic, and school impacts. The amount of those fees will be determined and collected prior to individual building permit issuance.
3. A 20-foot wide utility easement shall be established along the full length of the northern and eastern property boundaries of the site.

Prior to approval and recordation of the final plat:

1. The Developer/Plattor shall demonstrate that each lot conforms to all requirements of the Sultan Municipal Code and other standards and specifications that apply.
2. The Developer/Plattor shall pay the offered \$22,201 fee in lieu of constructing on-site recreation facilities. City shall deposit the contribution in the Park Impact Fee fund. The financial contribution shall be used by the city within the time frame required by City code to fulfill the goals and objectives of the recreation element of the comprehensive plan to build a Neighborhood Park on the Plateau which will provide amenities and features comparable and equivalent to an on site recreation facility. Funds not impaired and used within the timeframe required by City code shall be refunded to developer/platter.
3. Homeowners Association articles of incorporation shall have been submitted to and approved by the City. The articles shall provide for ownership and responsibility for Tract B, the critical areas tract. The articles may provide that the Association may divest its interest in Tract B to a willing municipality or land conservation trust provided that the tract must remain subject to all appropriate restrictions for such areas as set forth in the SMC. The association shall be created contemporaneously with final plat recordation.
4. Wetland mitigation shall be completed in conformance with the approved mitigation plan.
5. Wetland buffer signs are available at the City. Said signs shall be posted along the rear lot lines of Proposed Lots 1 through 9, and along the eastern, western, and northern boundary lines of the site. The Public Works Director shall determine sign quantity and spacing.
6. The proposed interior street and frontage improvements along Sultan Basin Road shall be designed and constructed to meet the City of Sultan Design Standards requirements.

Section 2 Plan Submittals, Review, Construction, Inspections, and Bonding:

1. The Developer agrees that the construction of any infrastructure items, or additions thereto, shall not commence until the following conditions have been fulfilled:
 - A. The Developer shall furnish the City with four sets (4) of detailed plans for the proposed improvement, or additions thereto, at the Developer's own expense, prepared by a qualified engineer currently licensed in the State of Washington.
 - B. The above plans shall require the review and approval by the City of Sultan and its Engineer, and the cost of such review shall be at Developer's expense.
 - C. The Developer shall post a Performance Bond or other satisfactory security in the amount equal to 125% of the estimated cost of the proposed improvements. All costs shall be approved by the City Engineer or Public Works Director

2. The construction of the Developer's proposed improvements, or additions thereto, for the subdivision shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the improvements and additions thereto will conform with the approved plans and specifications and minimum City standards. The developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during the various construction phases as requested by the City. The developer further agrees to deposit the sum of \$3,500.00 with the city for all engineering fees and expenses incurred by the city for inspections including testing. The city will provide detailed invoices to the Developer for that billing period. The city shall withdraw funds from the deposit amount until the balance approaches \$2,000.00. Once the balance approaches \$2,000.00 the city will request additional funds from the Developer so the balance of the deposit does not drop below \$2,000.00.

3. The Developer's proposed improvements, or additions thereto, shall not be accepted for service and use until the same have been fully inspected, approved and accepted by the City Council.

Section 3 Final Approval, Acceptance of Improvements and Maintenance Bonds:

Upon performing all requirements as set forth in this Agreement and providing the appropriate maintenance bond(s), the City shall accept the public improvements as provided for in this Agreement, and issue final approval of the subject subdivision.

Section 4 Intent and Termination of Agreement and Term of Preliminary Plat:

1. This Developer/Subdivision Agreement is intended to memorialize the requirements of law for the preliminary approval of the subject subdivision. To the extent of any inconsistency between this Agreement and the requirements of law, the requirements of law shall control. This Agreement shall terminate and have no further effect upon:
 - A. Completion of the subdivision in accordance with the terms of this Agreement, or

- B. Expiration of the five (5) year term for preliminary approval of the subject subdivision, subject to extension by the City Council pursuant to SMC 16.28.350, which term shall commence with the parties' execution of this Agreement; or
- C. Termination by the City if the Developer is not proceeding in accordance with the requirements of law.

Section 5 Covenants and Assigns:

Covenants to Run with Land. All provisions, agreements, rights, powers, standards, terms, covenants and obligations of and arising from this Agreement shall be binding upon the parties and their respective heirs, successors and assigns.

Section 6 Recordation:

Recordation of Agreement. This agreement shall be recorded with the Snohomish County Auditor.

Section 7 Authority:

Authority. The undersigned covenant and represent that they are fully authorized to enter into and execute this Agreement.

CITY OF SULTAN

By _____
 Mayor Date

Attest:

By _____
 City Clerk Date

Approved as to form:

By _____
 City Attorney Date

RSG Associates, LLC

By _____
 Rex Gale, Manager Date

