

When Recorded, Return to:

CITY OF SNOQUALMIE
Attn.: CITY CLERK
Box 987
Snoqualmie, WA 98065



980605-1330 11:31:00 AM KING COUNTY RECORDS ODB LLO

13:00

CITY OF SNOQUALMIE
DEVELOPER EXTENSION AGREEMENT

Grantor:	1) <u>SNOQUALMIE 55 ASSOCIATES, A PARTNERSHIP</u>
Grantee:	1) <u>CITY OF SNOQUALMIE</u>
Legal Description (abbreviated):	<u>362407-9039, the south 700 feet</u>
<input checked="" type="checkbox"/> Additional on:	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>362407-9039</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

9806051330

THIS AGREEMENT, between the SNOQUALMIE 55 ASSOCIATES hereinafter "Developer," and the City of Snoqualmie, a municipal corporation of the State of Washington, hereinafter "the City,"

WITNESSETH:

I

RECITALS

- 1.1 The Developer proposes to develop certain real property, legally described on Exhibit A hereto, hereinafter "the Project," located within the City ~~and~~ within its utility service area.
- 1.2 The Project requires the extension of public utilities by the City to the Project.
- 1.3 The City is willing to extend public utilities to the project, on the terms and conditions set forth in this Agreement, which the City deems necessary to protect the health, safety and welfare of the public, to insure that the impacts of the Project on the health, safety and welfare of the citizens of the City are mitigated to the extent feasible and to provide that

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the costs of mitigating such impacts resulting from the Project are borne by the Developer and not by the City or its citizens.

Now, therefore, in consideration of the foregoing premises and mutual promises and covenants herein set forth, the parties make the following:

II AGREEMENT

2.1 **Definitions.** The term "public utility" means one or more of the following: water, sanitary sewers, storm sewers and storm sewer retention and water quality control systems, complete with appurtenances. The term "street" includes curbs and gutters, sidewalks and appurtenances.

2.2 **Required Improvements and Commitments.** The Developer shall construct, streets, water mains and services, sanitary sewer mains and side sewers, storm drains, complete with appurtenances, and sidewalks and other on and off-site improvements, at the Developer's sole expense, as described on the Description of Required Improvements, attached hereto as Exhibit B, and more particularly described in the approved Improvement Plans for Snoqualmie Gardens attached hereto as Exhibit C, including the cost of securing all required agency approvals and permits. After completion of the required improvements, and satisfaction of the other required commitments, and further subject to compliance with the other provisions of this Agreement, the City shall permit connection to the City's public utility systems.

2.3 **Conveyance to the City.** Upon completion of the required improvements, satisfaction of the other required commitments of the Developer and motion of City Council to accept the required improvements, the Developer shall convey the streets and public utilities to the City, provided, before the City shall give final approval to the acceptance of such required improvements, the Developer shall be required to demonstrate the following:

a. The Developer has secured and recorded all required easements, in a form acceptable to the City, providing a warranty that the grantor has the right to grant such easement and will indemnify and defend the City against all claims that the grantor does not have such right.

b. The Developer has furnished the City with an affidavit, in a form acceptable to the City, stating that all charges for materials and labor have been paid, and there are no liens against the property or improvements.

c. The Developer has furnished the City with documents of conveyance of the required improvements, in a form acceptable to the City, providing a warranty that the Developer has the right to convey such improvements and will indemnify and defend the City against all claims that he does not have such right, and further providing that the improvements will be free of defects in material and workmanship for a period of two years.

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d. The Developer has submitted to the City, in a form acceptable to the City Engineer, the original tracings, complete with record drawings, upon completion of construction, including as-built drawings accurately showing the centerline location and monumentation of all streets, locations and depth of fittings, valves, pipes and catch basins.

e. The Developer has paid all permit fees, connection charges and all other fees and charges for City costs required to be paid under this Agreement.

f. The Developer has submitted a written statement to the City of all costs incurred on the required improvements for the Project.

2.4 Compliance with City Standards. As a condition precedent to the City's obligations hereunder, the Developer shall construct the required improvements, whether on or off-site, in conformity with the approved plans and specifications, all City ordinances, standards and requirements, including but not limited to street design standards, and in conformity with the City's Comprehensive Plan, as such ordinances, standards, requirements and Comprehensive Plan presently exist or may be amended from time to time. Streets and public utilities may be required to be oversized as necessitated by the Comprehensive Plan. The provisions of this Agreement are intended to be in addition to the requirements of such other City codes, standards and requirements. In addition to the City's standard specifications, the following shall be required:

a. All streets shall be graded to within six inches of final grade before installation of water lines.

b. The Project shall be fully staked as required to assist all parties in the proper location of driveways, sewer and water lines, fire hydrants, fittings, services and other appurtenances.

c. All contractors shall be licensed and registered with the State.

d. All streets located within the Project shall be blocked or barricaded to prevent use by the general public until authorized by the City.

2.5 Costs Incurred by the City. The Developer shall pay to the City all costs incurred by the City that are associated with the Project, including engineering, inspection, legal and administrative costs. The Developer shall initially deposit the sum of \$2500 with the City, from which City costs shall be deducted, and when such sum is exhausted, additional deposits in an amount equal to the estimated City costs may be required, as a condition of any of the city's obligations hereunder.

2.6 Performance Bond. The City shall not issue a building permit for any buildings or other structures in the Project prior to completion of the required improvements, unless the City in its sole discretion permits the Developer to post a performance bond, with sureties acceptable to the City, in a penal amount equal to One Hundred Thirty percent (130%) of the estimated cost of the required improvements, conditioned upon construction of the required improvements to City standards by a date certain. In no event shall a temporary or final occupancy permit be issued until all required improvements are completed and all other required commitments have been satisfied.

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2.7 **Insurance.** The Developer or the Developer's contractor shall maintain public liability insurance in full force and effect for the duration of this Agreement, covering bodily injury and property damage, which insurance shall name the City and its employees and contracted consultants as additional insureds. Such insurance shall provide limits of liability of \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per person and \$300,000 per occurrence for property damage.

2.8 **Indemnity.** The Developer shall indemnify and hold the City, and its employees and contracted consultants, harmless from any claim, liability, loss or expense, including reasonable attorney's fees, engineering fees and other professional consulting fees, resulting directly or indirectly from the construction of the required improvements, including claims of third persons or damage to the City's existing facilities. The Developer shall further indemnify and hold the City, and its employees and contracted consultants, harmless against any claim, liability, loss or expense, including reasonable attorney's fees, engineering fees and other professional consulting fees, resulting from any breach of covenant contained in any State or County franchise or permit issued to Developer or issued to the City to permit the Developer to construct the required improvements. The Developer shall on demand come into compliance with such covenants or permits. The City may in its sole discretion take such action to bring the work into compliance with such covenants or permits, and the Developer shall reimburse the City for the cost thereof.

2.9 **Preconstruction Conference.** Developer shall inform the City of his intention to construct improvements located in City right of way not less than one week prior to commencement of work. The City shall then call a preconstruction conference, to be attended by the Developer or his representative, the Developer's contractor, the City Engineer or Inspector, the Public Works Crew Chief, the Building Official and any other persons as deemed appropriate.

2.10 **Warranty Repairs.** The City will attempt to provide the Developer with prior notice and opportunity to make warranty repairs, but shall have the right to effect emergency repairs without notice, and to effect non-emergency repairs after a reasonable time has elapsed after the giving of notice, and the Developer shall reimburse the City for the cost thereof.

2.11 **Fire Flow Requirements.** The Fire Marshall shall establish fire flow requirements, based upon the service area, including existing and proposed buildings, and the water mains and one or more lines of extension to the Project shall be adequately sized to meet such requirements, provided, the City does not guarantee continuous water supply to the Project or assume any responsibility therefor.

2.12 **Other.**

2.12.1 This Agreement and its Exhibits, contains the entire agreement of the parties, and may be modified only in a writing signed by the parties.

2.12.2 All obligations of Developer hereunder for the payment of money shall constitute a lien on the property.

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State of Washington.
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that
Alan J. Russeman is/are the person(s) who appeared before me, and said
person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be
his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 12 day of May, 1998



Joyce Molyneux
Notary Public in and for the
State of Washington.
My Commission Expires: 10/31/2000

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EXHIBIT A

LEGAL DESCRIPTION

Approximately 13.25 acres comprising the south 700 feet of Section 362407- 9039. Parcel 362407-9039 is legally described as "Northeast quarter of the Northwest quarter of Section 16, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington, EXCEPT the East 484 feet thereof, in King County, Washington.

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