

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 13, 2012**

AGENDA ITEM: Shasta Ridge PRD Phase 3 - Final Plat	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner's Decision dated 10/27/2009 2. Developer Agreement 3. Site Plan 4. Final Plat Checklist		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

On October 27, 2009, the Hearing Examiner approved the substantial revision to the approved preliminary plat of Shasta Ridge, creating 110 lots on approximately 17.55 acres. The preliminary plat is also subject to a Developer Agreement approved by the City Council and recorded under AF# 200910200400. The applicant is constructing the project in four (4) phases. Phase 3, which consists of 32 lots, has been constructed.

The plat is generally located on the west side of 83<sup>rd</sup> Ave NE, approximately 300 feet south of the 83<sup>rd</sup> Ave NE/40<sup>th</sup> St NE intersection.

The applicant has met all conditions of final plat approval.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Shasta Ridge Phase 3.
COUNCIL ACTION:

**Received**

OCT 2 R 2009

City of Marysville  
Community Development

**CITY OF MARYSVILLE**  
**Hearing Examiner**  
**Findings, Conclusions and Decision**

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**APPLICANT:** Shasta Ridge, LLC

**CASE NO.:** PA 09029

**LOCATION:** West side of 83<sup>rd</sup> Ave. NE, approximately 300-feet south of the 83<sup>rd</sup> Ave. NE/40<sup>th</sup> St. intersection, on Assessor Parcel Numbers (APN) 00590700021500, 00590700021800, and 00590700023800.

**APPLICATION:** Request for a substantial revision to an approved Snohomish County preliminary plat to allow a 110-lot PRD, including 92 SF attached units and 18 SF detached units; with utilization of Residential Density Incentives (RDI).

**SUMMARY OF DECISION:**

Planning Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

**PUBLIC HEARING:**

After reviewing the official file, which included the Staff Advisory Report, and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the application was opened at 7:02 p.m., October 22, 2009, in the Council Chambers, Marysville, Washington, and closed at 7:06 p.m. Participants at the public hearing are listed in the minutes of the hearing. A verbatim recording of the hearing and more complete minutes are available in the Community Development Department. A list of exhibits offered and entered at the hearing and a list of parties of record are attached to this report.

**HEARING COMMENTS:**

As noted in the minutes of the hearing, comments were offered by:

Cheryl Dungan, Planning Manager

Aaron Metcalf, Belmark Industries, for the applicant

No one from the general public spoke at the public hearing.

**WRITTEN COMMENTS:**

Prior to the hearing, two letters were received on this issue and entered into the record as Exhibit 28. The letters were addressed in the staff advisory report to the Hearing Examiner.

**REQUEST:**

The applicant is requesting preliminary plat approval of a Planned Residential Development (PRD) consisting of a total of 110 lots, including 92 attached single-family dwelling units and 18 detached single family dwelling units. The proposal includes the utilization of residential density incentives, including the construction of, and dedication to the City, of an approximately 1.5-acre active public park. In addition to the public park, approximately 3.7 acres are being set aside as wetland and Native Growth Protection Area (NGPA). The request represents a substantial revision to a 73-lot preliminary plat that was originally approved by Snohomish County. Construction of roads, utilities, and stormwater facilities have been substantially completed on the site; however, the applicant has indicated that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing.

**PROJECT HISTORY:**

Shasta Ridge, LLC submitted an application to Snohomish County on April 24, 2006 for a 73-lot single family subdivision of 17.55 acres utilizing lot size averaging, with concurrent rezone from R-9,600 to R-8,400. The application was determined to be complete on May 22, 2006. A Determination of Non-Significance was issued on October 20, 2006 and the Snohomish County Hearing Examiner issued preliminary plat approval on January 8, 2007. The subject property was annexed to the City of Marysville on December 1, 2006 (Ord. 2661). The applicant submitted civil construction plans to the City of Marysville for review consistent with Snohomish County regulations, pursuant to the *Interlocal Agreement Between The City of Marysville And Snohomish County Concerning Annexation and Urban Development Within the Marysville Urban Growth Area*. The construction plans were approved on May 16, 2007 and construction was subsequently commenced on-site. The site has been graded, and site infrastructure, including streets, water, sewer and stormwater drainage facilities, have been installed according to the originally approved plat design. On August 4, 2009, the applicant submitted a complete application to the City of Marysville for a substantial revision to the county-approved plat. A Notice of application was provided consistent with Marysville Municipal Code requirements and a neighborhood meeting was held on August 26, 2009. On September 28<sup>th</sup>, 2009 the City Council held a public hearing to consider a Developer Agreement with Shasta Ridge, LLC and approved the agreement at the hearing.

**FINDINGS CONCLUSIONS AND DECISION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

**A. FINDINGS AND CONCLUSIONS:**

1. The information contained in Sections I and II of the Staff Advisory Report (Hearing Examiner Exhibit 53), as corrected by staff at the hearing, is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as portion of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Community Development Department.
2. The minutes of the meeting accurately summarize the testimony offered at the hearing and by this reference are entered into the official record.
3. The applicant's representative noted at the hearing that the proposed development is intended to be "affordable housing" and not "low income housing" as had been discussed by one of the neighbors. He said there would be no government financial assistance for the proposed development.
4. If approved as conditioned below, the development will be consistent with the comprehensive plan and will meet the requirements and intent of the Marysville Municipal Code.
5. If approved as conditioned below, the development will make adequate provisions for open space, environmentally sensitive areas, drainage streets and other public ways, water supply, sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.
6. If approved as conditioned below, the development will be beneficial to the public health, safety and welfare and will be in the public interest.
7. If approved as conditioned below, the development will not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan.
8. The area, location and features of land proposed for dedication are a direct result of the development proposal are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

**B. DECISION:**

Based upon the foregoing findings of fact and conclusions, the substantial revision to an approved County preliminary plat to allow the 110 lot PRD preliminary plat, preliminary site plan, and utilization of Residential Density Incentives is hereby approved, subject to the following conditions:

1. Prior to final plat approval, the applicant shall be required to grant a recreational easement to the City of Marysville through Tract 999 to allow public access to the planned regional trail

within the abutting power line corridor. Draft easement language shall be submitted to the Community Development Department for review and approval prior to recording.

2. Prior to a final building inspection being granted, ribbon driveways within the development shall be planted with a low maintenance, slow growing, dense growing, hardy type grass such as, but not limited to, the *Baron* variety of *Kentucky Bluegrass*. Alternative vegetative material may be used subject to the approval of the Community Development Department.
3. Prior to final plat approval, the applicant shall submit a detailed park design plan to the City for review and approval.
4. Lot landscaping shall be installed consistent with the 10/06/09 landscape plan submittal or as otherwise approved by the Community Development Department.
5. Development of and future use of the site shall be in accordance with the approved Development Agreement. (MDNS #2)
6. The auto court shall comply with the following minimum requirements (MDNS #4):
  - The auto court shall be constructed with scored concrete, paving blocks, bricks, or other ornamental pavers that clearly indicate that the entire surface is intended for pedestrians as well as vehicles.
  - The court end of the auto court shall be sized to provide a minimum of 24-foot back up distance from the end of any garage, driveway apron, or parking area and the ability for vehicles to turn around must be demonstrated.
7. Within 90 days of sanitary sewer being available from the future planned route to the west of the Shasta Ridge subdivision, Shasta Ridge, LLC, or future owner(s) or assign(s), shall abandon the temporary portion of the subject sewer main in accordance with City of Marysville requirements and re-route sewer for the Shasta Ridge subdivision via the line to the west. (MDNS #5)
8. Prior to final subdivision approval, a six-foot fence constructed of cedar, or other material approved by the Community Development Department, shall be constructed at the north and south stubs of the development's north/south road and signage shall be installed that indicates that the road will be extended in the future. (MDNS #6)
9. Prior to final subdivision approval, the applicant shall provide a wetland buffer enhancement/planting and monitoring plan in accordance with Chapter 19.24 MMC. Enhancement shall be completed prior to final plat approval. (MDNS #7)

10. The applicant shall participate on a proportionate share basis towards the City's street system. 40<sup>th</sup> St. (Sunnyside Blvd. to 83<sup>rd</sup> Ave. NE) is included in the adopted fee basis for Traffic Impact Fee (TIF) calculations; therefore, the construction costs of 40<sup>th</sup> St. NE may be credited toward the project's traffic impact fees. In order to determine the amount of credit for which the applicant is eligible, an itemized list of costs associated with the construction of the road shall be submitted for review. Payment of any owing traffic impact fees shall be made prior to final subdivision approval. (MDNS #8)
11. The applicant shall participate on a proportionate share basis towards the County's street system in the amount of **\$24,613.94**. Payment shall be made prior to final subdivision approval. (MDNS #9)
12. Prior to final subdivision approval, the applicant shall submit an itemized list of costs associated with construction of the public park in order to determine the credit in park impact fees for which the applicant is eligible. (MDNS #10)

Approval of a preliminary subdivision does not guarantee the development yield depicted thereon. A preliminary plat is only "a neat and approximate drawing showing the layout of a proposed subdivision...together with any supporting exhibits...". The yield depicted thereon may have to be reduced for final plat approval if it is found through the final plat review process that the plat as preliminarily approved cannot meet all the applicable minimum standards. Under no circumstances may the development yield be increased without prior public hearing review.

Dated this 27<sup>th</sup> day of October 2009



Ron McConnell, FAICP  
Hearing Examiner

#### **RECONSIDERATION:**

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 15.11.020(3). The examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue its decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

**JUDICIAL APPEAL:**

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Titles 15 to 20 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land Use Petition Act, RCW 36.70C within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.
- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

1. Receipts
2. Checklist for Planned Residential Developments (PRD)
3. Master Permit Application
4. Shasta Ridge Application Submittal Cover letter, 08.04.09
5. CC& R's
6. Bylaws of Shasta Ride Homeowners
7. Wetland Resources, Inc- Critical Areas and IDD Wetland Mitigation Plan
8. Sno. Co. Traffic Worksheet
9. Gibson Traffic- Traffic Memorandum, 07.08.09
10. Gibson Traffic- Traffic Memorandum, 08.03.09
11. Group 4- Final Drainage Report, 07.20.09
12. Environmental Checklist
13. 8 ½ x 11 Floor Plans
14. 8 ½ x 11 Color photos
15. 11 x 17 Site Plan
16. Shasta Ridge Landscape Plan
17. 24 x 36 Landscape Plan
18. 24 x 36 Site Plan
19. Chicago Title- Title report
20. Letter of Complete Application, 08.04.09

21. RFR Checklist
22. Affidavit of Posting-NOA
23. Affidavit of Publication
24. School District Facility faxes, 08.13.09
25. Msvl School District Facility Use Permit
26. Neighborhood Meeting mailing
27. RFR Agency responses
28. Neighbor response letters/emails
29. Traffic Mitigation Offer to Snohomish County
30. Development Agreement by and between City of Marysville and Shasta Ridge
31. Kentucky Bluegrass Varieties
32. Variance request Approval letter, 09.03.09
33. Affidavit of posting- MDNS
34. Affidavit of posting *Revised* MDNS
35. MDNS, 09.02.09
36. Affidavit of posting- Hearing before City Council
37. Affidavit of Boundary Line Adjustment
38. 24 x 36 Site Plan
39. Shasta Ridge Preliminary Plat Revisions, 09.16.09
40. RFR Checklist
41. 24 x 36 Supplemental Roadway Sewer & Drainage Plan
42. 2<sup>nd</sup> RFR – Agency responses
43. Driveways/photos Memo
44. Washington Plant List
45. 11 x 17 Phase map
46. Shasta Ridge Impervious Area Analysis, 09.21.09
47. 24 x 36 Landscape Plan
48. Wetland Resources- Addendum to the CAR study & Mitigation Plan, 10.01.09
49. Notice of Hearing before the Hearing Examiner
50. Affidavit of Posting-NOH
51. *Revised* Affidavit of Posting-NOH
52. Ordinance 2784
53. Staff Recommendation, 10.15.09
54. Affidavit of Publication-NOH

**PARTIES of RECORD:**

Brodie Young  
Shasta Ridge, LLC  
505 Cedar Ave., Suite B-1  
Marysville, WA 98270

Aaron Metcalf  
Belmark Industries, Inc.  
505 Cedar Ave., Suite B-1  
Marysville, WA 98270

Floyd and Cathy Ryan  
4212 -83<sup>rd</sup> Avenue NE  
Marysville, WA 98270

Ted Trepanier  
Trepanier Engineering  
1601 Broadway  
Everett, WA 98201

Community Development Department

COVER SHEET

Return Address:

CITY OF MARYSVILLE  
80 COLUMBIA AVENUE  
MARYSVILLE, WA 98270

CONFORMED COPY  
200910200400 29 PGS  
10/20/2009 11:22am \$90.00  
SNOHOMISH COUNTY, WASHINGTON

*(Please print or type information)*

Document Title(s): (or transactions contained therein) Jones Crk repairs  
Development Agreement

Grantor(s): (Last name first, then first name and initials)

Shasta Ridge, LLC

Grantee(s): (Last name first, then first name and initials)

THE CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section,  
township, range, qtr./qtr.)

Parcel 2 of Snohomish County Boundary Line Adjustment recorded  
under File number 200705070438, and Tract 218, Sunnyside Five Acre  
Tracts, and Tract 238, Sunnyside Five Acre Tracts, according to the Plat  
thereof, recorded in Vol. 7 of Plats, page 19, records of Snohomish Co.

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:

00590700021500, 00590700021800 and 00590700023800

The Auditor/Recorder will rely on the information provided on the form.  
The staff will not read the document to verify the accuracy or  
completeness of the indexing information provided herein.

{PRIVATE }

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MARYSVILLE AND SHASTA RIDGE, LLC

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as the "Agreement," is entered into effective on the 28<sup>th</sup> day of September, 2009, by and between the City of Marysville, hereinafter referred to as the "City," and Shasta Ridge, LLC, hereinafter referred to as the "Applicant," in connection with the real property described herein, hereinafter referred to as the "Property," for the purposes and on the terms and conditions set forth herein.

WHEREAS, the Applicant controls certain real property located on the west side of 83<sup>rd</sup> Avenue NE, approximately 300 feet south of the 83<sup>rd</sup> Ave. NE/40<sup>th</sup> Street intersection, on Parcel Numbers (APN) 00590700021500, 00590700021800 and 00590700023800, described in **Exhibit A** (the "Property");

WHEREAS, the Applicant submitted a preliminary plat application to Snohomish County for a 73 single family lot subdivision, which was approved by the County on January 8, 2007, based on the County's determination that the application was in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;

WHEREAS, following approval of the preliminary plat, the applicant constructed and installed infrastructure including streets, stormwater detention and conveyance systems, water and sewer systems, in compliance with County regulations;

WHEREAS, before final plat approval was granted by Snohomish County, the Property was annexed into the City of Marysville and the applicant has submitted a substantially revised preliminary plat application to the City of Marysville for 110 single family lots (a mixture of 92 attached and 18 detached units);

WHEREAS, Section 20.12.130 of the Marysville Municipal Code

provides as follows:

The Hearing Examiner may determine that applications for substantial revisions of preliminary plats that were approved by Snohomish County be approved, based on the following circumstances and conditions:

(1) The preliminary plat was approved by Snohomish County in compliance with all County land use requirements that were applicable when the complete application was submitted to the County;

(2) All conditions of County approval have been satisfied, including construction and/or installation of all required infrastructure;

(3) The property owner/developer has provided a sworn and notarized declaration that the preliminary plat approved by the County can no longer be developed due to adverse market conditions and the inability to secure financing;

(4) The City Council and the property owner/developer have entered into a development agreement pursuant to Ch. 36.70B RCW, which provides for the property owner/developer to retain vested rights for compliance with specified, limited County land use regulations in consideration of construction and/or installation of all County required infrastructure and submittal to the City of a new preliminary plat application that complies with all other City land use regulations; and

(5) The City's SEPA Responsible Official has determined that the new preliminary plat application and development agreement comply with the State Environmental Policy Act.

WHEREAS, the Applicant has provided the City a sworn and notarized declaration that the preliminary plat approved by the

County can no longer be developed due to adverse market conditions and the inability to secure financing;

WHEREAS, City staff is recommending that the already constructed storm drainage facilities on the Property be accepted; provided that impervious coverage, which is actually less in the revised preliminary plat, is not increased; and further provided that the applicant maximizes the use of low impact development techniques as set forth in Section 4.2 below;

WHEREAS, City staff is also recommending that the wetland tract and buffers, which were established per County code, also be accepted, because the plat infrastructure is in place, with the streets constructed at the edge of the buffer, so that it would be infeasible to widen the buffers unless the utilities and streets were relocated, which is not economically feasible or environmentally acceptable; provided that mitigation measures are implemented as set forth in Section 4 below;

WHEREAS, City staff's recommendation is based on the

following facts: (1) the revised preliminary plat design is consistent with the City comprehensive plan, development regulations, and standards, except for the above referenced drainage facilities and wetland buffers; (2) the revised preliminary plat design is superior to the previously approved design and provides additional open space and a public park; and (3) the City's SEPA Responsible Official has issued a mitigated determination of non-significance for the revised preliminary plat and this Development Agreement;

WHEREAS, the City recognizes the public benefits available from the development of the property as proposed by the Applicant;

WHEREAS, in authorizing development agreements pursuant to RCW Sections 36.70B.170-210, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to

comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public;

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW, and to mitigate the impacts of such development;

WHEREAS, the City held a public hearing on September 28, 2009, to consider this Development Agreement, and the City Council adopted Resolution No. 2270, approving this Development Agreement, consistent with RCW 36.70B.200 and MMC 20.12.130; and

NOW THEREFORE, for good and sufficient consideration and the mutual promises and covenants contained in the Agreement, the Applicant and the City agree as follows:

## 1.0 RECITALS

- 1.1 **Ownership.** The Property currently is owned by the following parties: \_Shasta Ridge, LLC, 505 Cedar Avenue, Suite B-1, Marysville, WA 98270.
- 1.2 **Applicant.** Shasta Ridge, LLC, a Washington corporation, and its successors and assigns, herein referenced as "Applicant," is the owner of the Property that is the subject of this Development Agreement.
- 1.3 **Warranty of Applicant's Authority.** Applicant hereby warrants to the City that Applicant is authorized to commence negotiation of this Development Agreement and to so bind the Property and all fee owners, subject to and contingent upon acquisition of the Property by Applicant or its successors or assigns. If said acquisition fails to

occur, then this Agreement and all obligations set forth herein shall be deemed null and void.

1.4 **Identity of the City.** The City is a noncharter, code City organized pursuant the Optional Municipal Code, Title 35A RCW. The City operates within the Mayor-Council form of government.

1.5 **Warranty of City's Authority.** The City is delegated authority by RCW 36.70B.170 through 36.70B.200 to enter into development agreements as a proper exercise of the municipal police power and contract authority. This Agreement is entered into pursuant to the said authority. It is hereby warranted that the undersigned Mayor has full authority to so enter into this Agreement pursuant to a duly adopted motion of the Marysville City Council.

1.6 **Public Notice.** The City has provided advance notice of opportunity for participation by the public and adjacent land owners.

1.7 **Legal Effect.** Pursuant to MMC 20.12.130, this Development Agreement is a precondition to the Hearing Examiner's decision on the revised preliminary plat and shall have no legal effect independent of the Hearing Examiner's decision.

## 2.0 LAND USE REGULATIONS

2.1 **Zoning Classification.** The Property is currently zoned \_ R-6.5, High Density Single Family as defined at Section 19.12.030 of the Marysville Municipal Code. The said zoning shall apply to and govern and vest the development of the Property during the term of this Agreement, which is five (5) years from date of full execution.

2.2 **Development Regulations.** All City development regulations in existence on the effective date of this Agreement, shall apply to and govern and vest the development of the Property during the term of this Agreement, except as modified by Sections 4.3 and 4.4 hereof.

2.3 **Use of Property.** It is agreed by the parties hereto that development and use of the Property shall be primarily for single family residential use consisting of 92 attached units and 18 detached units, or as otherwise approved by the Hearing Examiner.

### 3.0 APPLICATION OF CITY AND COUNTY REGULATIONS

3.2 **City Comprehensive Plan Compliance.** The City recognizes that the gross density of the proposed 110 lot plat conforms to the City Comprehensive Plan with respect to use and density.

### 4.0 CONDITIONS

Subject to approval of the preliminary plat by the Hearing

Examiner, the parties agree that the preliminary plat shall be subject to the following conditions:

**4.1 Infrastructure.** The Applicant shall provide all necessary infrastructure and make necessary street frontage improvements subject to the adopted City of Marysville Engineering Design and Development standards, except that the stormwater improvements shall be as set forth in Section 4.2 below.

**4.2 Stormwater.** The parties agree that the City will accept the already constructed storm drainage facilities on the Property; provided that impervious coverage, which is actually less in the redesigned development, is not increased; provided further that the applicant maximizes the use of low impact development techniques such as dispersion, bioretention, protection of native vegetation areas, and preservation and amendment of topsoils, as described in the LID Technical Guidance Manual for Puget Sound and Ch. 19.49

MMC; and provided further that the City's SEPA Responsible Official determines that the stormwater runoff from the development, as managed and regulated pursuant to this condition, will not cause probable significant adverse environmental impacts.

4.3 **Wetlands.** The parties agree that the City will accept the wetland tract and buffers, which were established per County code, because the plat infrastructure is in place, with the streets constructed at the edge of the buffer, so that it would be infeasible to widen the buffers unless utilities and streets were ripped out, which is not economically feasible or environmentally acceptable; provided that all other requirements of Ch. 19.24 MMC are complied with, including the mitigation measures set forth in MMC 19.24.100, 19.24.110, and 19.24.120; and provided further that the City's SEPA Responsible Official determines that the development, as conditioned in this Section, will not cause probable significant adverse environmental impacts

to wetlands on the Property.

**4.4 Revised Regulations.** Pursuant to RCW 36.70B.170(4), this Development Agreement shall reserve authority for the City to impose new or different regulations to the extent required by a serious threat to the public health and safety.

**4.5 Environmental Review.** The parties agree that the mitigated determination of nonsignificance issued by the City's SEPA Responsible Official will apply to the revised preliminary plat application, in accordance with the State Environmental Policy Act, Ch. 43.21C RCW.

## **5.0 DISPUTE RESOLUTION**

**5.1 Party Consultation.** In event of any dispute as to interpretation or application of the terms or conditions of

this Agreement, the Applicant and the Chief Administrative Officer or designee shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

5.2 **Appeal to Council.** In the event that a dispute is not resolved through party consultation pursuant to Section 5.1, above, the matter shall be scheduled for mediation before a mutually agreed upon neutral party.

5.3 **Judicial Appeal.** If the matter has not settled through mediation, any aggrieved party may file an action in the Snohomish County Superior Court, as may be allowed by law and court rules.

## 6.0 GENERAL PROVISIONS

6.1 **Term** This Development Agreement shall be effective for a term of 5 years following the date of execution. Upon expiration of such period, this Development Agreement can be extended for the term of the associated preliminary plat approval or as otherwise determined by the Hearing Examiner.

6.2 **Termination.** Unless terminated in accordance with the provisions hereof, or amended in writing by a document signed by all parties hereto, this Development Agreement is enforceable during its term by any party to the Development Agreement. Thereafter, this Development Agreement is enforceable with respect to any continuing obligation of the parties that survive termination, as set forth herein.

6.1 **Recording.** This Agreement shall, when approved by the City Council and executed by the parties hereto, be filed as a matter of public record in the office of the Snohomish County Auditor. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land.

6.2 **Applicable Law.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.

6.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. Except where expressly provided otherwise, the parties acknowledge that Applicant shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties

acquiring an interest or estate in the Property. Consent by the City shall not be required for any transfer or rights pursuant to this Agreement.

6.4 **Transfer of Ownership.** Any conveyance of the Property by Owner with transfer or assignment of rights pursuant to this Agreement by Owner shall release Owner from any further obligations, duties or liabilities under this Agreement to the extent of such transfer or assignment.

6.5 **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

6.6 **Modification.** This Agreement shall not be modified or

amended except in writing signed by the City and Applicant or their respective successors in interest.

6.7 **Merger.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

There are no other agreements, oral or written, except as expressly set forth herein.

6.8. **Duty of Good Faith.** Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement and any subsequent Development Agreement.

6.9 **Disclosure Upon Transfer.** Applicant agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, Applicant shall disclose the existence of this Agreement to the interested party.

6.10 **No Presumption Against Drafter.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

6.11 **Notices.** All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or



Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

6.12 **Indemnification.** The Applicant shall indemnify, defend and hold the City, its officers, agents, employees and elected officials harmless from all suits, claims, or liabilities of any nature, including attorney's fees, costs and expenses for on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omission of the City, its agents, or employees under this agreement or in connection with work performed under the agreement. Applicant's indemnification shall include the above referenced claims, liabilities, fees, costs, and expenses relating to or arising out of any

delays associated with construction of the project, including, but not limited to, issuance or appeals of permits, third party actions, change in laws or regulations, inclement weather, natural disasters, strike and any other delay not within the control of the City or its contractor.

**6.13 Contractual Relationships.** This agreement does not constitute the Applicant as the agent or legal representative of the City for any purpose whatsoever. The Applicant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of in the name of the City or to bind the City in any manner or thing whatsoever.

**6.14 Non-waiver.** This agreement shall not be construed as a waiver of any and all other development regulations of the City or other governmental agencies applicable to the

development of Applicant's property.

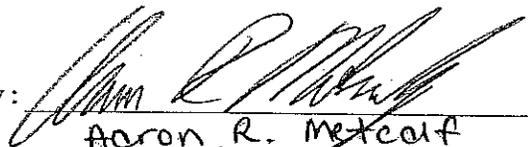
IN WITNESS WHEREOF, the undersigned have set their hands the  
day and date set out next to their signatures.

APPLICANT:

10/1/09

Date

By:

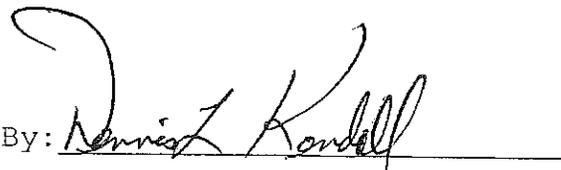
  
\_\_\_\_\_  
Aaron R. Metcalf  
Shasta Ridge LLC  
Manager

CITY OF MARYSVILLE

9/28/09

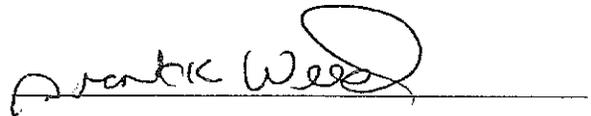
Date

By:

  
\_\_\_\_\_  
Dennis Kendall, Mayor

Dennis Kendall, Mayor

Approved as to Form:

A handwritten signature in black ink, appearing to read "Grant K. Weed", is written over a horizontal line. The signature is stylized with a large loop at the end.

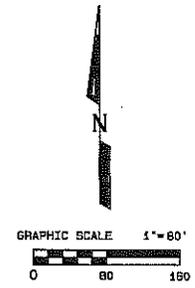
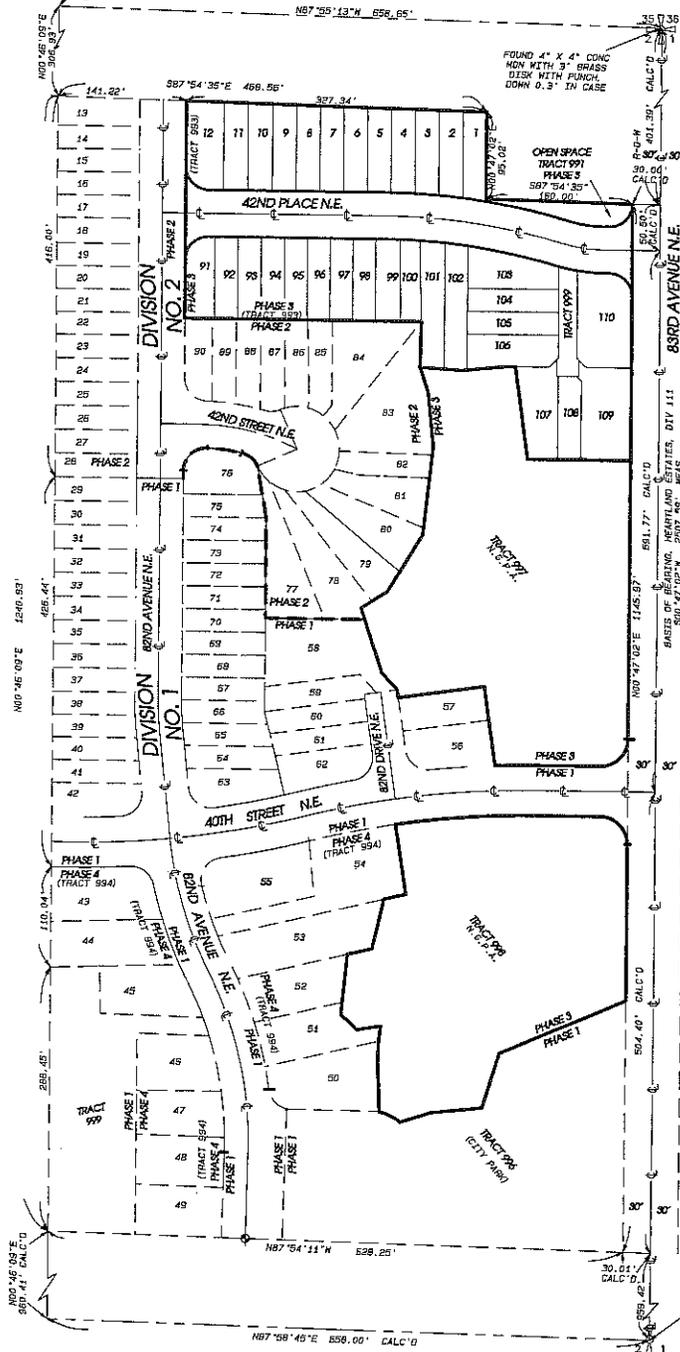
Grant K. Weed, City Attorney

PA 09-029

### SHASTA RIDGE DIV. NO. 3

SE 1/4, NE 1/4, & NE 1/4, NE 1/4  
SEC. 2, TWP. 29 N., RGE. 5 E., W.M.  
A PLANNED RESIDENTIAL DEVELOPMENT  
PFN 05 128835

CITY OF MARYSVILLE,  
SNOHOMISH COUNTY, WASHINGTON



**Vector NorthWest LLC**  
 Surveying & Consulting  
 OFFICE: 425-776-1977  
 FAX: 425-774-1919  
 vectornorthwest@comcast.net

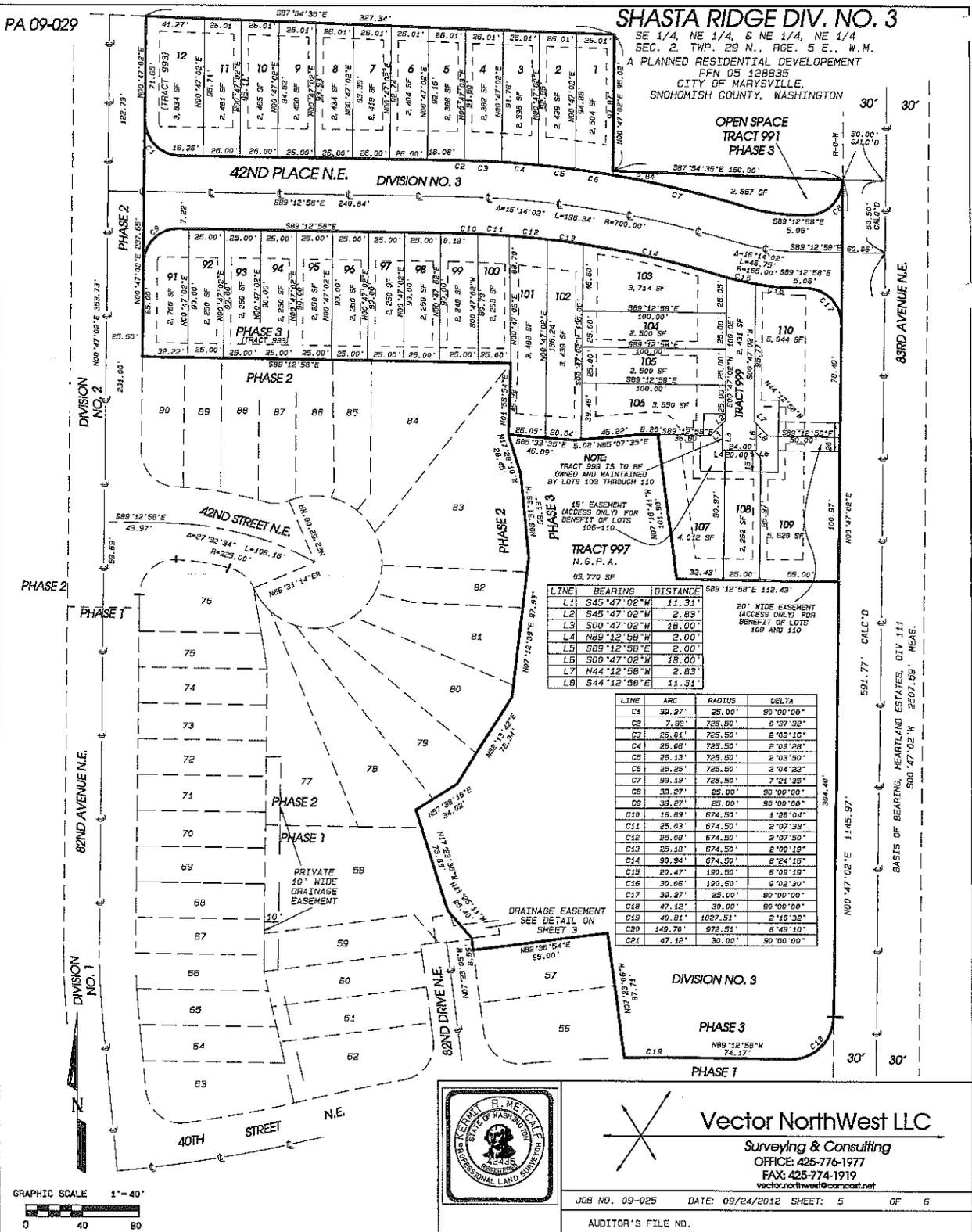
JOB NO. 09-025    DATE: 09/24/2012    SHEET: 4    OF    6  
 AUDITOR'S FILE NO.

PA 09-029

**SHASTA RIDGE DIV. NO. 3**

SE 1/4, NE 1/4, & NE 1/4, NE 1/4  
 SEC. 2, TWP. 29 N., RGE. 5 E., W.M.  
 A PLANNED RESIDENTIAL DEVELOPMENT  
 PFN 05 128835  
 CITY OF MARYSVILLE,  
 SNOHOMISH COUNTY, WASHINGTON

OPEN SPACE  
 TRACT 991  
 PHASE 3



NOTE:  
 TRACT 999 IS TO BE  
 OWNED AND MAINTAINED  
 BY LOTS 103 THROUGH 110

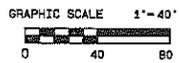
15' EASEMENT  
 (ACCESS ONLY) FOR  
 BENEFIT OF LOTS  
 106-110

TRACT 997  
 N. G. P. A.  
 85,770 SF

LINE	BEARING	DISTANCE
L1	S45°47'02"W	11.31'
L2	S45°47'02"W	2.83'
L3	S00°47'02"W	18.00'
L4	N89°12'58"E	2.00'
L5	S89°12'58"E	2.00'
L6	S00°47'02"W	18.00'
L7	N44°12'58"W	2.83'
L8	S44°12'58"E	11.31'

20' WIDE EASEMENT  
 (ACCESS ONLY) FOR  
 BENEFIT OF LOTS  
 108 AND 110

LINE	ARC	RADIUS	DELTA
C1	39.27'	25.00'	80°00'00"
C2	7.92'	725.50'	0°57'32"
C3	26.01'	725.50'	8°03'16"
C4	26.01'	725.50'	8°03'28"
C5	26.13'	725.50'	8°03'50"
C6	26.25'	725.50'	2°04'22"
C7	39.19'	725.50'	7°21'35"
C8	39.27'	25.00'	80°00'00"
C9	39.27'	25.00'	80°00'00"
C10	16.89'	674.50'	1°26'04"
C11	25.03'	674.50'	2°07'33"
C12	25.08'	674.50'	2°07'50"
C13	25.18'	674.50'	2°08'18"
C14	38.84'	674.50'	8°24'16"
C15	20.47'	190.50'	5°09'19"
C16	30.05'	190.50'	5°02'50"
C17	39.87'	25.00'	80°00'00"
C18	47.12'	30.00'	80°00'00"
C19	40.81'	1027.91'	2°16'32"
C20	149.70'	972.51'	8°49'10"
C21	47.12'	30.00'	80°00'00"



**Vector NorthWest LLC**  
 Surveying & Consulting  
 OFFICE: 425-776-1977  
 FAX: 425-774-1919  
 vectornorthwest@comcast.net

JOB NO. 09-025 DATE: 09/24/2012 SHEET: 5 OF 6  
 AUDITOR'S FILE NO.





COMMUNITY DEVELOPMENT DEPARTMENT  
 80 Columbia Avenue, Marysville, WA 98270  
 (360) 363-8100, (360) 651-5099 FAX

**FINAL PLAT CHECK LIST**

Plat Name:	Shasta Ridge Div 3	PA #	09029
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Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	ZG	10/23/12
	Planning	CAD	10/23/12
2. Letter of Segregation to Assessor	Planning	CAD	10/19/12
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	10/22/12
Asbuilts - Including Digital Files	Const. Insp.	SAS	10/22/12
Bill(s) of Sale	Const. Insp.	SAS	10/22/12
Maintenance and Warranty Funding	Const. Insp.	SAC	10/22/12
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	SAS	10/22/12
Asbuilts - Including Digital Files	Const. Insp.	SAS	10/22/12
Bill(s) of Sale	Const. Insp.	SAS	10/22/12
Maintenance and Warranty Funding	Const. Insp.	SAS	10/22/12
5. Performance Bond - Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A	
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	10/22/12
7. Final Plat Fee - Calculated and Paid	Planning	CAD	10/19/12
8. TIP Fees: PAID	Planning	CAD	10/19/12