



Skagit County Auditor
1/24/2018 Page

1 of 24 10:02AM \$171.00

COVER SHEET FOR RECORDING

Return To: City Of Mount Vernon
Development Services Department
910 Cleveland Avenue
Mount Vernon, WA 98273

DOCUMENT TITLE: City of Mount Vernon Resolution No. 940 and
Development Agreement

GRANTORS: City of Mount Vernon

GRANTEES: Stone Mountain Development, LLC

ABBREVIATED LEGAL DESCRIPTION: Section 21, Township 34 North, Range 4 East, Skagit
County, WA

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P27473 and P27320

RESOLUTION NO. 940

A RESOLUTION OF THE CITY OF MOUNT VERNON, WASHINGTON; ACCEPTING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOUNT VERNON AND STONE MOUNTAIN DEVELOPMENT, LLC TO EXTEND PRELIMINARY PLAT APPROVAL FOR THE HANSON HEIGHTS PRELIMINARY PLAT ORIGINALLY IDENTIFIED BY THE CITY AS PROJECT LU07-037

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, this Development Agreement by and between the City of Mount and the Developer (hereinafter the "Development Agreement"), relates to the development known as Hanson Heights Preliminary Plat, File No. LU07-037; and

WHEREAS, the City Council approved Ordinance 3651 in June of 2015 providing a mechanism for the possible extension of preliminary plat approvals such as the Hanson Heights Preliminary Plat; and

WHEREAS, the Developer has requested approval of a development agreement to extend the timeframe in which the development will have a valid preliminary plat approval consistent with MVMC 16.08.060(C) (2); and

WHEREAS, public notice of City Council's public hearing for consideration of the developer's request to extend preliminary plat approval was published in the Skagit Valley Herald on December 5, 2017; and

WHEREAS, the City held a public hearing regarding the approval of this Development Agreement on December 13, 2017; and

WHEREAS, it is further deemed advisable to record the decisions reached by the Council through the adoption of this resolution;

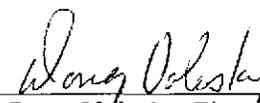
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON:

1. The Recitals and General Provisions found within the accompanying Development Agreement are hereby adopted by reference as if they were fully set forth herein; and,
2. That the City of Mount Vernon will accept the accompanying Development Agreement and its associated exhibits labeled as A through D.

ADOPTED by the City Council of the City of Mount Vernon, Washington, and **APPROVED** by its Mayor, following a public hearing on the 13th day of December, 2017.

SIGNED IN AUTHENTICATION this 22nd day of December, 2017.

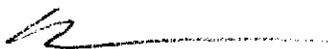


Doug Volesky, Finance Director



Jill Boudreau, Mayor

Approved as to form:



Kevin Rogerson, City Attorney

Upon Recording Please Return To:
City of Mount Vernon
PO Box 809
910 Cleveland Avenue
Mount Vernon, WA 98273

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MOUNT VERNON
AND STONE MOUNTAIN DEVELOPMENT, LLC TO EXTEND THE PRELIMINARY PLAT
VALIDITY TIMEFRAME FOR THE HANSON HEIGHTS PRELIMINARY PLAT**

THIS DEVELOPMENT AGREEMENT is made and entered into this 22nd day of December 2017, by and between the City of Mount Vernon, a non-charter, optional code Washington municipal corporation, hereinafter the "City," and STONE MOUNTAIN DEVELOPMENT a Washington Limited Liability Corporation with Larry Jensen and Travis Brewer as Governors and is organized under the laws of the State of Washington hereinafter the "Developer."

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, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest a 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, development agreements can establish mitigation measures, development conditions, phasing, and other appropriate development requirements or procedures (RCW 36.70B.170 (3) (c), (g), (h), (j)); and

WHEREAS, this Development Agreement by and between the City of Mount Vernon and the Developer (hereinafter the "Development Agreement"), relates to the development known as Hanson Heights Preliminary Plat, File No. LU07-037; and

WHEREAS, the Hanson Heights Preliminary Plat development is identified by the Skagit County Assessor as parcels P27473 and P27320, it is located at the northeast corner of the intersection of Section and 30th Streets (hereinafter referred to as the "Property", "Site", or "Subject Site"); and

WHEREAS, the Hanson Heights development received preliminary plat approval on July 11, 2007 with City Resolution 741. Per RCW 58.17.140(3)(b) this preliminary plat expired on July 11, 2017. The development is proposed to consist of 18 single family residential lots being created over the approximate 7-acre site; and

WHEREAS, the City Council approved Ordinance 3651 in June of 2015 providing a mechanism for the possible extension of preliminary plat approvals such as the Hanson Heights Preliminary Plat; and

WHEREAS, the Developer has requested approval of a development agreement to extend the timeframe in which the development will have a valid preliminary plat approval consistent with MVMC 16.08.060(C) (2); and

NOW, THEREFORE, the parties hereto agree as follows:

GENERAL PROVISIONS

Section 1. *The Development.* The development named Hanson Heights received preliminary plat approval on July 11, 2007 with City Resolution 741. This development consists of 18 single-family residential lots being created over the approximate 7-acre site. Per RCW 58.17.140(3)(b) this preliminary plat expired on July 11, 2017.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

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 Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.
- B. "Council" means the duly elected legislative body governing the City of Mount Vernon.
- C. "Director" means the City's Development Services Director or Public Works Director.
- D. "Effective Date" means the effective date of the Adopting Resolution.

- E. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Mount Vernon 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 standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.
- F. "Landowner" means the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.
- G. "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:

Exhibit A – Legal description of the Subject Property.

Exhibit B – Map showing the proposed Hanson Heights Preliminary Plat

Exhibit C – Resolution 741

Exhibit D – Comments from Steve Riggs, the City's Fire Marshal and from Alan Danforth, the City's Engineering Services Manager

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

- A. The "City" is the City of Mount Vernon, PO Box 809, 910 Cleveland Avenue, Mount Vernon, WA 98273.
- B. The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office that has an address of 15356 Produce Lane, Mount Vernon, WA 98273.
- C. The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.
- D. 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 6. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force as outlined within Section 9; or unless terminated as provided herein. Following termination or expiration, this Agreement shall have no force and effect.

Section 7. Preliminary Plat Timeline Extension.

- A. Preliminary Plat Time Limitations.** RCW 58.17.140(3)(b) states, “A final plat meeting all requirements of this chapter shall be submitted to the legislative body of the city, town, or county for approval within ten years of the date of preliminary plat approval if the project is not subject to requirements adopted under chapter 90.58 RCW and the date of preliminary plat approval is on or before December 31, 2007”. The development received preliminary plat approval on July 11, 2007 which means the subject preliminary plat approval expired on July 11, 2017.
- B. 2015 MVMC Amendment Related to Preliminary Plat Timeframes.** In June of 2015, the Mount Vernon City Council approved amendments to Mount Vernon Municipal Code (MVMC) 16.08.060(C)(2) providing a way that preliminary plat approvals can be extended for three-years “upon a showing that they have attempted in good faith to submit the final plat within the required period...” In granting an extension the Council can require that a development comply with any of the development regulations in effect at the time the extension is requested should these regulations be different than the ones the development is vested to”.
- C. Considerations for Preliminary Plat Extension.** The City has determined, with the approval of this Development Agreement, that the development regulations that the development is currently subject to shall be amended, as follows:
1. The preliminary plat shall be amended such that the requirements outlined within the accompanying **Exhibit D** from Steve Riggs, the City’s Fire Marshall and from Alan Danforth, the City’s Engineering Services manager are complied with. This means that revised reports and/or plans will need to be submitted to the City for review and approval prior to construction related permits being granted by the City.
 2. A revised Critical Area Study shall be submitted with the new wetland delineation using the 1987 Federal Wetland Delineation Manual and Regional Supplements. If the boundary of the on-site wetland has changed the new boundary shall be identified on revised construction documents and on the preliminary plat map.
 3. The applicant shall submit additional information regarding historic and cultural preservation to the City. Specifically, the applicant shall: 1) complete a Department of Archaeology & Historic Preservation (DAHP) EZ-1 form and mail/email it to DAHP and interested tribes; 2) use the WISSARD mapping tool on the DAHP website and report any information that this website has regarding the subject property; and 3) comply with all Federal and State requirements with regard to historic and cultural preservation.
 4. Additional permit fees shall be paid by the Developer as follows:
 - a. \$75.00/hour for Engineering, Planning, Fire and Building staff time to review and approve updates/changes to the development plus \$150.00 per lot for the new construction drawing review
 - b. Fees for Fill & Grade Permit
 - c. All other fees contained within the City’s fee schedule adopted within MVMC Chapter 14.15
 - d. The developer shall pay all fees associated with having this Development Agreement recorded with the Skagit County Auditor
- D. Newly Authorized Preliminary Plat Expiration Date.** The City Council with the approval of **Resolution 940** concurs with the staff findings outlined above in subsection (C) and is extending the preliminary plat validity timeline **from** July 11, 2017 **to** July 11, 2020.

E. All Other Requirements Not Modified. This development agreement does not change or alter any other approval that the development is subject to; including, but not limited to: the conditions of Resolution 741 or the mitigation measures imposed through the SEPA process with the exception of amendments necessary to comply with the modified development regulations outlined within subsection 7(C).

Section 8. 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 Mount Vernon Municipal Code for violations of this Development Agreement and the Code.

Section 9. Termination. This Agreement shall expire and/or terminate and be of no further force at such time as the Hanson Heights final plat is approved by City Council and recorded with the Skagit County Auditor or **July 11, 2020** whichever comes first.

Section 10. 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.

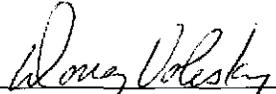
Section 11. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests, and delegate its duties therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the 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 12. 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, Landowner 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.

CITY OF MOUNT VERNON:

By 
Jill Bourdreau, Mayor

Attest:


Doug Volesky, Finance Director

Approved as to form:


Kevin Rogerson, City Attorney

Section 13. Notices. Notices, demands, 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 Community & Economic Development Director 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.

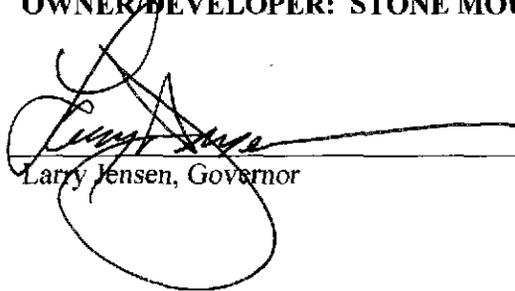
Section 14. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Skagit County Superior Court or the U.S. District Court for Western Washington.

Section 15. 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.

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

SIGNED AND APPROVED this 8th day of January, ~~2017~~ 2018

OWNER/DEVELOPER: STONE MOUNTAIN DEVELOPMENT, LLC


Larry Jensen, Governor


Travis Brewer, Governor

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Larry Jensen** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Governor of STONE MOUNTAIN DEVELOPMENT, LLC**, to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of January 2018 ~~December, 2017~~.

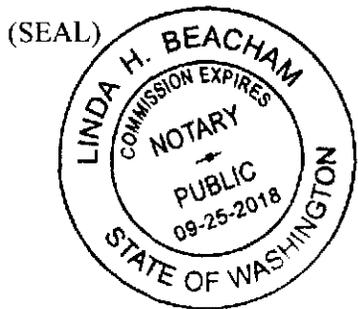


Linda Beacham
Notary Public
Residing at Mount Vernon WA
My appointment expires 9-25-2018

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Travis Brewer** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Governor of STONE MOUNTAIN DEVELOPMENT, LLC**, to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of January 2018 ~~December, 2017~~.



Linda H. Beacham
Notary Public
Residing at Mount Vernon
My appointment expires 9-25-2018

EXHIBIT A

Legal Description of Property

Abbreviated Legal:

Section 21, Township 34 North, Range 4 East, W.M., Ptn. SW- SE and Ptn. SE - SW

Tax Parcel Number(s): P27320, 340421-3-018-0005, P27473, 340421-4-004-0009

PARCEL "A":

The East 82.5 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 34 North, Range 4 East, W.M.,

EXCEPT the East 15 acres thereof.

Situate in the County of Skagit, State of Washington.

EXHIBIT C
Resolution 741

UNOFFICIAL DOCUMENT

RESOLUTION NO. 741

A RESOLUTION PERTAINING TO SUBDIVISION CONTROL AND ACCEPTING THE PRELIMINARY PLAT OF HANSON HEIGHTS PURSUANT TO CHAPTER 16.08 OF THE MOUNT VERNON MUNICIPAL CODE.

WHEREAS, an application for approval of a Preliminary Plat of a proposed 18-lot subdivision has been made pursuant to Chapters 16.08 of the Mount Vernon Municipal Code by the owner of the real property described in Exhibit "1" which comprises approximately 7 acres in Mount Vernon, Washington; and

WHEREAS, notices of the time, location and purpose of a public hearing for the purpose of giving approval, conditional approval or disapproval of the Preliminary Plat were sent pursuant to Chapter 14.05; and

WHEREAS, pursuant to Chapter 16.08 of the Mount Vernon Municipal Code, a public hearing was conducted before the Mount Vernon Hearing Examiner on June 4, 2007; and

WHEREAS, a Preliminary Plat map, Exhibit "1A", has been reviewed and approved with conditions by the Hearing Examiner; and

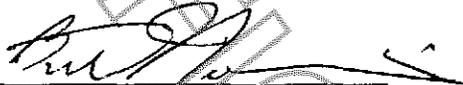
WHEREAS, the City of Mount Vernon issued a Mitigated Determination of Non-Significance (MDNS) on May 16, 2007; and

WHEREAS, the Hearing Examiner recommends, based on Findings of Fact, Conclusions of Law and Recommendations listed within his recommendation, Preliminary Plat approval with conditions and restrictions listed in the accompanying Exhibit "2".

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, WASHINGTON AS FOLLOWS:

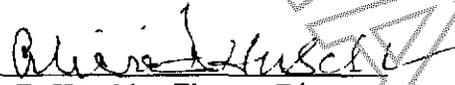
That said Preliminary Plat known and described as **HANSON HEIGHTS** has been presented for acceptance, approval and filing and is hereby accepted, approved and ordered filed subject to the restrictions and conditions listed in Exhibit "2", attached hereto and made a part hereof by reference as though fully set forth herein. The real property comprising such plat is hereby described in Exhibit "1", attached hereto and made a part hereof by reference as though fully set forth.

Dated this 11th day of July 2007:



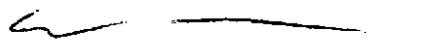
Bud Norris, Mayor

Attest:



Alicia D. Huschka, Finance Director

Approved as to form:



Kevin Rogerson, City Attorney

**EXHIBIT "1":
HANSON HEIGHTS
LEGAL DESCRIPTION**

PARCEL "A":

THE EAST 82.5 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "1A"
HANSON HEIGHTS
PRELIMINARY PLAT MAP

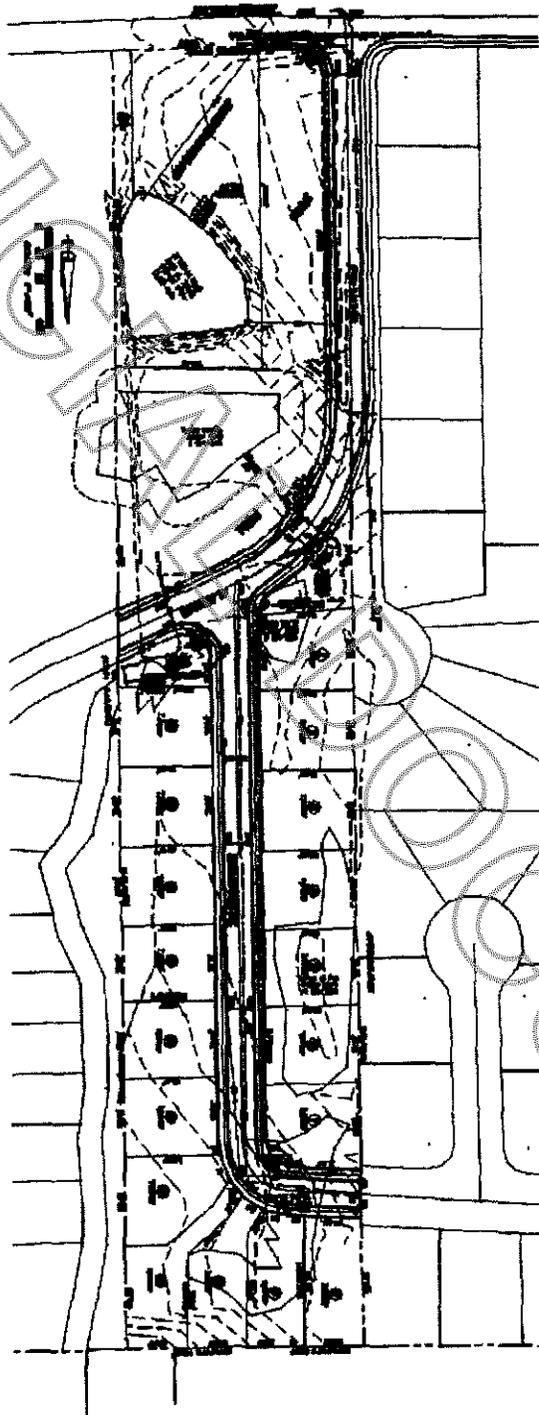


EXHIBIT "2":

**CONDITIONS OF APPROVAL
HANSON HEIGHTS PRELIMINARY PLAT**

1. The following recommendations made by Dennis Carlson, shall become conditions of approval:

Streets:

- Section Street is a "Minor Arterial" City street that is fully improved. The intersection of 30th Street will be required to be revised to meet current City standards and may include 35' curb return radii, at the discretion of the Public Works Director.
- 30th Street is an "Urban Collector" arterial City street. The current Transportation Comprehensive Plan requires a minimum travel way of 44'. The street is currently partially improved. (Please note that the existing west face of curb appears to be on the R/W line, with the curb and sidewalk in an easement. This project shall be required to complete the existing portion and extend the street to a completed street improvement in the plat of East Gate South. This project shall increase the travel way on the southerly 325' (approximate) to 44'. New curb and gutter, a 4' wide planter strip and a 5' wide sidewalk are also required on the east side of the existing roadway. The northerly portion of the street shall be realigned and reconstructed, or constructed to match the existing section of 30th Street in the plat of East Gate South. The roadway section in East Gate South is 32' wide. The curved portion of 30th Street in this project may be used to accomplish the adjustment in the street travel width. A left turn lane will be required at the Section Street intersection, with adequate vehicle storage and striping. No parking will be allowed in street sections less than 44' wide.
- The existing partial cul-de-sac adjacent to proposed Lot 4 of this project shall be completed in a manner that will provide adequate fire/safety turnaround features and provided a new access street to the approximate mid point of the curved portion of 30th Street.
- Driveways to existing lots west of 30th Street may require extension and adjustment to meet the new alignment of 30th Street. It will be the applicant's responsibility to work with the property owners of these lots and to reconstruct their driveways to their and the City's satisfaction.
- The Interior Street extending Broadway Street to 30th Street shall be a "Type 2" residential street with a 28' wide travel way, curb and gutter, 4' wide planter strips and a 5' wide sidewalks. The streets intersection with 30th Street shall be approximately 100' west of the east plat boundary. Each driveway shall be provided with standard drop sections that are ADA compliant. An access drive may be required to serve the existing stormwater facility. City road section standards shall be required. Curb cut locations shall be approved by the City to provide for the maximum amount of on-street parking. The City may require shared driveways in some locations.

Storm Sewer:

Treatment and detention will be required. A surface drainage interceptor may be required to be provided along the plat boundary, at the discretion of the Public Works director. Roof and footing drains shall be directed to the stormwater facility. The project may modify the existing stormwater detention pond if practical; however, any pre-existing deficiencies in the pond will have to be fixed if the applicant wishes to modify this pond.

Sanitary Sewer:

This project will be required to provide sanitary sewer connections to all of the lots it creates. There is an existing SS main in 30th Street that may provide service to Lots 1, 2, 3, and possibly 4 and 5. It may be necessary to provide a new man hole on the 30th Street main at approximately 470' north of Section Street and extend a new 8" main in the projects 30th Street alignment to the intersection of the street extension of Broadway Street; this line would then extend approximately 400' north to serve Lots 9 & 17, and lots to the south. The existing SS main in the existing east terminus of Broadway Street may be extended east to serve Lots 10 through 16.

Miscellaneous:

- Civil plans showing all existing and proposed features of the site will be required.
- The location of utility connections if any will be required.
- An erosion control plan is required with specific emphasis placed on the construction entrance and protection of down-slope properties.
- "As built" or "record" drawings are required.

Comments noted above are based on information submitted to-date. Project requirements may be revised due to future information submittals.

2. The following comments from Glenn Brautaset shall become conditions of approval:

Future Fire Flow:

- A written verification of available fire flow from the Skagit Public Utility District shall be required. The minimum fire flow required for the subdivision is 1,000gpm.
- The minimum sized water line for fire protection shall be at least 8-inch ductile iron pipe.
- The Skagit Public Utility District shall approve any improvements to the water line for fire protection.

Future Fire Hydrant Standards

- Two new hydrants will be required for the plat.
- (Note: Approved as drawn on submitted plans)

- The approved fire hydrant shall be the **Clow Medallion** or **AVK Nostalgic** brand in accordance with AWWA Standard C502.
- All fire hydrant pumper ports shall be equipped with a permanent five-inch "Storz" adapter with cap. The adapter shall have #3 Pacific Coast thread (4.828x6) rigid female by five-inch (5) ¼ turn "Storz" fitting with set screw.
- Fire hydrants shall be set plum to the finished curb or landscape grade, whichever is the greater height. Fire hydrants shall be protected when necessary as directed by the Fire Chief.
- All new fire hydrants installed by private contractors shall be painted in accordance with Fire Department standards before acceptance by the Fire Department. The approved paint is available from the Fire Department.

Impact Fees

- Fire Department impact fees shall be assessed at \$152.00 for each residential unit.
3. The SEPA mitigation measures identified as 1 through 8 on the issued Mitigated Determination of Non-Significance (MDNS) shall become conditions of approval of the plat. These conditions are as follows:
1. A truck route plan, indicating times of day and days of the week shall be submitted for review and approval by the City Engineer. Peak traffic hours during the A.M. (±7:00 – 9:00) and P.M. (±4:00 – 6:00) are to be avoided.
 2. A temporary storm drainage plan that is consistent with the Stormwater Management Manual for Western Washington dated 2005, shall be approved by the City prior to commencing the land clearing process.
 3. Wetland and stream buffer boundaries must be clearly marked with construction fencing in the field and then inspected by the City prior to commencing any construction activities, i.e. grading, installing utilities, etc. The flagged delineations must be maintained for the duration of the clearing and all construction activities.
 4. A copy of all permits required by agencies other than the City of Mount Vernon shall be submitted to the City prior to construction. The applicant shall consult with the following agencies to ascertain whether or not permits from these agencies are necessary: Federal Corps of Engineers, Washington State Department of Natural Resources, the Washington State Department of Ecology, and the Washington State Department of Fish & Wildlife. This is not an all inclusive list of agencies that may regulate the activities proposed by the applicant. It is the applicant's sole responsibility to ensure that they are complying with all Federal, State and local permit requirements.
 5. A detailed erosion control plan is required. Specific emphasis shall be placed on the construction entrance and the protection of existing streets, drainage systems, on-site critical areas and adjacent properties. The Best Management Practices (BMPs) found within the Stormwater Management Manual for Western Washington dated 2005, within Volume II, Chapter 4 shall be implemented on the site. The following erosion hazard mitigation measures shall also be implemented; however, if other measures are deemed necessary by the City they shall also be immediately implemented:

- UNOFFICIAL
- a. Silt fencing shall be placed around the lower perimeter of the cleared areas. The fencing shall be regularly inspected and maintained as necessary to ensure proper function.
 - b. Site runoff shall be controlled by use of temporary drainage swales with rock check dams directed to temporary sediment and erosion control ponds. Construction entrances shall be stabilized with gravel pads to minimize tracking sediment off site.
 - c. Areas stripped of vegetation during construction shall be mulched and hydroseeded, replanted as soon as possible, or otherwise protected. During winter construction, hydroseeded areas shall be covered with clear plastic to facilitate grass growth.
 - d. Erosion control measures shall be immediately implemented for excavated soils that are stockpiled on the site, including but not limited to: covering the piles with plastic sheeting, the use of low stockpiles in flat areas and the use of straw bales/silt fences around pile perimeters.
 - e. Construction shall proceed during the drier periods of the year. Exceptions may be granted, in writing only, by the Engineering Services Manager and/or the Public Works Director.

6. A split rail fence shall be installed along all wetland buffer boundaries and, in a prominent location, a wetland/stream identification sign shall be placed every 150 feet or every platted lot, as applicable. Any proposed alternative to the split rail fence requirement shall be approved by the Community & Economic Development Director.

7. Monitoring and its associated reports of the wetland mitigation areas shall be completed by an agency or consultant selected by the City. Any maintenance required as a result of the monitoring, per performance standards that will be set by the City, can be completed by the applicant and approved by the entity that completes the monitoring for the City; or the entity completing the monitoring can also complete any required maintenance work at the sole expense of the applicant. The cost of all five (5) years worth of monitoring and reporting shall be the responsibility of the applicant to pay; on a yearly basis, with the first years worth of monitoring/reporting paid for before any work commences on the site. To ensure that the monitoring/reporting and maintenance work is paid for and/or completed; two (2) separate financial securities in the form of bonds, cash deposits, or letters of credit shall be provided to the City prior to any work commencing on the project site. The first financial security shall be in the amount of 150% of the cost of the monitoring and reporting work necessary following the initial payment of the work required for year one (1). The second financial security shall be in the amount of 60% of the cost to purchase and install all of the project related mitigation amenities. The cost of the monitoring and maintenance shall be established by the City based upon a cost estimate provided by the agency or consultant that the City selects to perform this work.

8. Due to the critical area and buffer impacts that will occur as part of this project, the applicant shall sort and haul a portion of the large woody debris (LWD), including stumps, from the on-site conifers to local repositories including SFEG, USIT, SRSC, or the County for use in mitigation projects they are involved with. The amount of LWD and stumps that are given to these groups shall be based upon; and be proportionate with, the buffer and critical area impacts incurred as part of this project.

4. The detention pond shall be screened with a 6-foot tall decorative cedar fence with no less than a 5-foot wide landscaping strip outside of all four sides of the fence that includes 2-inch caliper street trees 15 feet on center with minimum 5-gallon shrubs and 2-gallon ground cover. The shrubs and ground cover shall be installed at a density that will fill eight-five percent (85%) of the 5-foot wide landscaping strip within two (2) years.
5. Street trees, planted at 30 feet on center, are required in a landscaping strip between the sidewalk and the curb along the extensions of both 30th and Broadway Streets. The landscaping strip shall be no less than four (4) feet in width and groundcover shall be installed surrounding the street trees.
6. No less than three (3) decorative street lights shall be installed within the right-of-way, within the boundaries of the plat.
7. A three (3) year maintenance bond will be required for the landscaping within the right-of-way and surrounding the detention pond.
8. The applicant shall submit civil plans to the City of Mount Vernon for review and issuance of a Fill & Grade Permit and a right-of-way permit prior to extending any utilities, constructing roads, making any changes to the existing detention facility, or any dirt moving activities that would trigger said permits on the project site. Please note that no work on the site will be authorized until the applicant has all of the necessary permits for the proposed critical areas disturbances from the Army Corps of Engineers and/or the Department of Ecology. Once the civil plans have been approved, all of the improvements must be installed/constructed and as-builts must be submitted to the City. Following the final inspection to ensure that all improvements have been installed/constructed, the applicant shall schedule a pre-application meeting with staff to initiate the final plat process.
9. The homeowner's association that shall be created for the Hanson Heights development shall be responsible for the maintenance of the landscape strip between the curb and the sidewalk, the sidewalk, the street lights, the detention pond along with the fence and landscaping surrounding the pond, and all of the wetland and wetland buffer areas that exist or will be created following the completion of the requisite permitting with the Army Corps of Engineers and the Department of Ecology.
10. Codes, Covenants & Restrictions (CC&Rs) for the Hanson Heights development shall be submitted to the Community & Economic Development Department for review and approval prior to final plat approval. The CC&Rs shall contain adequate provisions so that the areas described in item number 9, above, are maintained. The City approved CC&Rs shall be recorded with, and cross-referenced on, the face of the final plat.

EXHIBIT D:

A. Conditions from Steve Riggs, the City's Fire Marshall:

The plat shall be required to comply with all current fire and life safety codes including MVMC Chapter 15.08, the current addition of the IFC and WA State amendments.

B. Conditions from Alan Danforth, the City's Engineering Services Manager:

1. A new traffic concurrency will be required. Fees will be per the 2017 Mount Vernon Municipal Code.
2. The roadway layout will need to be reconfigured. Prior to starting the project civil design, meetings between the design engineer and city staff should be anticipated.
3. Street, and sanitary sewer design are to be updated to the most current Mount Vernon Municipal Code and Engineering Standards.
4. Stormwater Design and Mitigation for the project shall meet the requirements of the 2014 Stormwater Management Manual for Western Washington.
5. A fiber optic layout and PSE lighting plan is required.

Note that these comments do not constitute a formal or detailed review of the engineering data and supplemental information supplied for the project. Further and more detailed engineering reviews will be performed once the final plans and reports are submitted for review and permit issuance.