

APPENDIX I

After recording return document to:

City of Lacey
Public Works
420 College Street SE
Lacey, WA 98503

Document Title: Final Plat Agreement

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

1. _____

2. _____

3. _____

4. _____

5. Additional name(s) on page _____ of _____

Grantee: City of Lacey

Abbreviated Legal Description (i.e. lot, block, plat or section, township, range):

Actual legal is on page _____ of document.

Assessor's Property Tax Parcel Number: _____

Section, Township, Range: S _____, T _____ N, R _____ (E or W), W.M.

Fronting Street: _____

Cross Street: _____

FINAL PLAT AGREEMENT

THIS AGREEMENT, made this _____ day of _____,
20_____, by and between _____:
hereinafter called “Subdivider” and the CITY OF LACEY, a municipal corporation,
hereinafter called “City”, WITNESSETH:

WHEREAS, the Subdivider has secured approval of the preliminary plat

(name of subdivision), and wishes to obtain approval of the City of the final plat for
said subdivision, and

WHEREAS, there are certain requirements, improvements or repairs in said
subdivision which have not been completed or made in accordance with the
preliminary plat, and the subdivider wishes to guarantee the satisfactory installation
and completion of said requirements, improvements or repairs thereby allowing the
City to approve the final plat: now, therefore, it is hereby agreed as follows:

1. The Subdivider agrees to fulfill those requirements and construct the improvements
or made the repairs listed on Exhibit “A”, which is attached hereto. All design and
construction shall be in accordance with City standards and approved by the
appropriate City official. The improvements include both improvements on site and
off site of that certain real property which composes the proposed subdivision and
which real property is described on Exhibit “B”, which is attached hereto.

2. The subdivider will commence construction work on the installation of the improvements or fulfillment of the requirements set forth on Exhibit "A" within thirty (30) days after the effective date of this Agreement and will diligently proceed with said fulfillment and construction without abandoning said activities. If the Subdivider ceases construction activities for a period of more than sixty (60) consecutive days without prior approval of the City Council, the Subdivider will be considered to be in breach of this Agreement. The requirements, improvement and repairs specified in Exhibit "A" shall be required to be completed and approved by the City within _____ years after the effective date of this Agreement unless an extension of said time is authorized by the City Council.

3. The Subdivider will be responsible for the successful operation of all improvements and/or repairs to the improvements for a period of one (1) year (two years for the storm system) following the City's approval of the last improvements or repairs completed by the Subdivider.

4. The Subdivider shall file with this Agreement a corporate surety bond, cash deposit or assignment of deposit or letter of credit from a financing institution approved by the City to secure the Subdivider's faithful performance of this Agreement. The amount of said security shall be in the sum of \$_____. The form of the duly executed security shall be approved by the City prior to this Agreement becoming effective.

5. If the Subdivider fails to commence construction within the time set forth herein, abandons construction for more than the length of time specified, fails to complete the improvements within the time period required by this Agreement or any extension of said period granted by the council or fails to provide for the successful operation or repair of the improvements as required by this Agreement, the City shall have the right

to fulfill said defaults by the Subdivider either by utilization of its own employees or by contracting with third persons for such fulfillment. The cost of all design or redesign, work, overhead, engineering and inspection costs, attorney fees and any other cost or expense incurred by the City either directly or indirectly in fulfilling the Subdivider's responsibilities pursuant to this Agreement shall be directly reimbursed to the City from the security posted with this Agreement or by the Subdivider should said security be insufficient.

6. This agreement shall be effective, for purposes of determining compliance, upon the date first set forth herein, the approval by the City of the security to be posted pursuant to this Agreement or upon approval of the final plat by the City Council, whichever should be the latter.

SUBDIVIDER:

CITY OF LACEY:

By _____
City Manager

Acknowledgment by Subdivider:

STATE OF WASHINGTON)
) Ss.
County of Thurston)

On this day personally appeared before me _____ to me known to be the individual(s) or authorized corporate officers described herein and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned, and if corporate officers, stated they were authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 20 _____.

Notary Public in and for the State of
Washington, residing at:

My commission expires: _____

STATE OF WASHINGTON)
) Ss.
County of Thurston)

This is to certify that on _____, 20____ before, the undersigned _____ Notary Public, personally appeared _____, City Manager for the City of Lacey.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at:

My commission expires: _____

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