

**MASTER AGREEMENT FOR LAND IMPROVEMENTS**

Project Name

Permit Number

Type of Improvements: Critical Area, Site, ROW, Landscape

THIS AGREEMENT is made between Name of Developer.("Developer"), and the CITY OF NEWCASTLE (the "City") as follows:

RECITALS

A. WHEREAS, Principal has applied for and received approval by the City of a/an **Write in Permit Type Associated with this Bond E.g. Engineering Review. Permit (**Enter Permit Number), pursuant to **City File No.** Enter associated project numbers**,** for a project known as Enter Project Nameand located at King County Parcel No. Enter project number(s)(the “Development”); and

B. WHEREAS, as a condition of such approval by the City, Principal is required to complete the work and install the improvements as shown and/or conditioned in approved permit numbers List All Permit Numbers Here. as well as pursuant to the requirements of applicable laws, regulations, standards, and codes, and as amended and approved by the City (the “improvements”).

C. As another condition of such approval by the City, Developer is required to maintain, correct, repair, or replace any defects appearing or developing in the improvements within a period of insert number of years in words (number of years in numbers here) years following the later of: (a) final approval of the Development by the City; or (b) acceptance by the City of the improvements.

D. To insure the performance of Developer’s obligation, Developer has agreed to provide the City with security, in a form and amount acceptable to the City.

NOW, THEREFORE, in consideration of the approval of the Development by the City, and for other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

1. The recitals set forth above are incorporated herein.
2. Developer agrees to perform the obligations of Developer set forth above.
3. Developer shall provide the City with security, in a form and amount acceptable to the City, to insure the full performance of all obligations of Developer set forth above.
4. Developer agrees that in the event the security provided by Developer is impaired or reduced in amount at any time, upon demand by the City, Developer will, within ten (10) days of written notice, restore the security to its original condition and amount.
5. Developer understands and agrees that the site plan or any other document required to be recorded with the King County Auditor to finalize approval of the Development will not occur until the security for the installation of the improvements has been provided.
6. In the event any legal action is brought to enforce the terms of this Agreement, a reasonable attorney's fee shall be awarded to the prevailing party.

SIGNED this Enter Day day of Enter Month, Enter Year YYYY.

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| Click here to enter text. |  | THE CITY OF NEWCASTLE |
| (Applicant/Company Title) |  |  |
| By: | Click here to enter text. |  | By: Mark Hofman, AICP |
| (Print Name) |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Signature) |  | (Signature) |
| Click here to enter text. |  | Community Development Director |
| (Title) |  | (Title) |
| Address:  |  | By: Jeff Brauns, PE |
| Click here to enter text. |  |  |
| (Signature) |
|  | Public Works Director |
| Telephone Number: | Click here to enter text. |  | (Title) |
| Email:  | Click here to enter text. |  |  |