

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF CLE ELUM
AND WILDWOOD RANCH, LLC, FOR THE
WILDWOOD RANCH PLAT DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the City of Cle Elum, a Washington municipal corporation, hereinafter the "City," and Wildwood Ranch LLC, a limited liability company organized under the laws of the State of Washington, hereinafter the "Developer" or "Wildwood Ranch".

RECITALS

WHEREAS, the City of Cle Elum is a code city organized under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, to control the use and development of property within its jurisdiction, and to specify zoning and land use regulatory controls for areas within the City.

WHEREAS, Wildwood Ranch is the owner of 11.97 acres of property located within the City's municipal boundaries. Wildwood Ranch submitted a complete application for development of a planned residential neighborhood consisting of 93 residential units, including both single-family residences and common wall units. The project is proposed to be developed through six (6) phases. The site plan for Wildwood Ranch is attached as **Exhibit 1**.

WHEREAS, the Washington State Legislature and the Cle Elum Municipal Code authorize 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 (CEMC Chapter 17.140); and

WHEREAS, a development agreement shall establish the standards that are applicable to the development and other conditions that apply to, govern and vest the development, use and mitigation of the development of the real property, (CEMC 17.140.020(c)); and

WHEREAS, this Development Agreement by and between the City of Cle Elum and Wildwood Ranch, LLC (hereinafter the "Development Agreement"), relates to a planned urban neighborhood known as Wildwood Ranch Plat, located on two parcels of land comprising approximately 11.97 acres within municipal boundaries (Assessor Parcel Nos. 063034 and 623134); and

WHEREAS, Developer filed a complete subdivision application which was reviewed by staff and processed in accordance with Type 4 review procedures including the following:

- a) City Hearing Examiner conducted an open record public hearing on the subdivision application for Wildwood Ranch Plat, and issued *Findings of Fact, Conclusions of Law, and Recommendation*, a copy of is attached hereto;
- b) After a public hearing on the preliminary plat and Development Agreement, the City Council approved the preliminary plat for Wildwood Ranch, and authorized the Mayor to sign this Development Agreement; and

- c) A copy of the approved Preliminary Plat of Wildwood Ranch is attached as **Exhibit 2**.

WHEREAS, this Development Agreement is intended to establish the duration of the Development Agreement applicable review procedures and standards for implementing decisions, phasing, mitigation measures, development conditions, permitted uses, vested rights, and other appropriate development requirements and/or procedures.

Now, therefore, the parties hereto agree as follows:

Agreement

Section 1. Parties to Development Agreement. The parties to this Agreement are:

- 1.1 *City.* The “City” is the City of Cle Elum, 119 West 1st Street, Cle Elum, WA 98922.
- 1.2 *Owner.* The “Owner” is Wildwood Ranch, LLC, a Washington limited liability company whose mailing address is Post Office Box 895, Roslyn, WA 98941.
- 1.3 *Landowner.* The initial “Landowner” is Wildwood Ranch. From time to time, as provided in this Agreement, Wildwood Ranch may sell or otherwise lawfully transfer portions of the 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.

Section 2. The Subject Property. The Project site consists of approximately 11.97 acres of property within Assessor Parcel Numbers 063034 and 623134, and legally described in attached **Exhibit 3**. The Preliminary Plat of Wildwood Ranch contemplates the development of a planned residential community including both single-family residences and common wall units on adjoining lots.

Section 3. Term. This agreement shall be effective for fifteen(15) years following effective date of this Agreement. The term of this Agreement shall be automatically extended for the effective life of any required permit or approval, (including complete application for final plat) plus any approved extensions thereof, for the development contemplated herein, so long as a complete application for such permit or approval has been received prior to the expiration date of this Agreement. Upon expiration of such period, or as may be extended above, this Development Agreement shall automatically terminate. Upon the City granting the Final Plat for the last phase of the Project, this agreement shall automatically terminate.

Section 4. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have meanings and be interpreted as set forth in this Section.

- 4.1 “Adopting Resolutions” mean the Resolutions of the City Council following public hearing approving the Preliminary Plat of Wildwood Ranch and this Development Agreement, as required by RCW 36.70B.200.
- 4.2 “Agreement” means this Development Agreement between the City of Cle Elum and Wildwood Ranch, LLC, as approved by the City Council.
- 4.3 “Agreement Term” shall mean the fifteen(15) year period of time that the Agreement shall be in full force and effect, said period beginning on the ____ day of _____, 2025, and ending on the ____ day of _____, 2040.

- 4.4 "Applicant" or "Owner" means Wildwood Ranch, LLC, a Washington corporation, or any of its transferees, successors or assigns.
- 4.5 "Applicable Law" shall mean the provisions of the Agreement, and any City Code, regulation, standard or specification that were in effect on the Effective Date, and not inconsistent with the provisions of this Agreement.
- 4.6 "City" means Cle Elum, Washington, a code city organized under the laws of the State of Washington.
- 4.6 "Development" includes all aspects of the preliminary and final plats for each phase of Wildwood Ranch, including the development and construction of ninety-three (93) single-family and common wall unit residences.
- 4.7 "Effective Date" means the effective date of the Adopting Resolution.
- 4.8 "Exhibits" are the documents that are attached to this Agreement and all of which are incorporated herein by this reference. The Exhibits are identified as follows:
- | | |
|------------|------------------------------------|
| Exhibit 1: | Site Plan for Wildwood Ranch Plat |
| Exhibit 2: | Preliminary Plat of Wildwood Ranch |
| Exhibit 3: | Legal Description |
| Exhibit 4: | Wildwood Ranch Phasing Plan |
| Exhibit 5: | Narrative and Variance Table |
| Exhibit 6: | Latecomers Agreement |
- 4.9 "Implementing Approvals" means those approvals or permits subsequent to execution of the Agreement which implement or otherwise are consistent with this Agreement, including but not limited to final plats of each phase of Wildwood Ranch (CEMC Ch. 16.30), building and construction permits, clearing and grading permits, and any and all other approvals reasonable or necessary for the Development or in furtherance of the construction of Wildwood Ranch Development.
- 4.10 "Landowner" is Wildwood Ranch, LLC and its successors and assigns to the Subject Property or any lot created through final plats.
- 4.11 "Preliminary Plat" means the Preliminary Plat of Wildwood Ranch as approved by City Council and attached hereto as **Exhibit 2**.
- 4.12 "Project" means the development, construction, and completion of Wildwood Ranch including both plat finalization and construction of the single-family and common wall units contemplated hereby.
- 4.13 "Subject Property" means the site legally described in **Exhibit 3**.
- 4.14 "Utilities" includes, but is not limited to all (i) stormwater and drainage systems, infrastructure and facilities; (ii) sewer systems, infrastructure and facilities as approved by Cle Elum; (iii) dry

utilities including power infrastructure and facilities, telecommunication systems, infrastructure and facilities; (iv) domestic water systems, infrastructure and facilities as approved by Cle Elum; and (v) irrigation infrastructure and facilities.

- 4.15 "Wildwood Ranch" shall mean the planned neighborhood consisting of 93 residential lots and generally depicted on **Exhibit 1**.

Section 6. Approval of Development. City has approved and authorized the development of Wildwood Ranch through Adopting Resolutions and this Agreement for the platting of 93 residential lots and construction of single-family and common wall units.

Section 7. Vested Rights of Landowner. During the term of this Agreement, in developing Wildwood Ranch Plat described herein, Wildwood Ranch, LLC and its successors and assigns are assured, and the City agrees, that the development rights, terms and conditions specified in this Agreement, are fully vested and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of the this Agreement, for final plats and residential development of the Development, including the Exhibits hereto, or as expressly consented thereto by the developer.

- 7.1 *Scope of Vesting.* The Development shall vest under the laws and regulations in effect on the Vesting Date, except as modified or adjusted herein. Final plat review and approval for each phase shall be further vested to conditions set forth in preliminary plat approvals as well as vested through RCW 58.17.033.
- 7.3 *Additional Conditions or Requirements.* During the term of this Agreement and any extension periods, the City shall not modify or impose new or additional Conditions of Approval on Wildwood Ranch beyond those set forth in this Agreement except if: (a) such is required to avoid a serious threat to public health or safety or (b) modification is necessary to prevent a violation of applicable state or federal laws or regulations necessary for approving subsequent development or construction permits for the Project. The Parties agree that budgetary issues and lack of funds for general or capital improvements shall not be construed to constitute a serious threat to public health or safety.
- 7.4 *Latecomers Agreement.* City and Owner agree to enter into a Latecomers Agreement for oversizing of sewer main lines extending to the Development. The agreement shall be a form attached as **Exhibit 6**.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, lot size, local access street design and standards, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement and the Approving Resolutions.

- 8.1 *Permitted Uses.* Permitted uses shall include single family and common wall dwellings. Other permitted and conditional uses authorized in the zones may be permitted by the minor or major modification process as applicable.

- 8.2 Setbacks. Refer to Exhibit 5

8.3 *Minimum Lot Size.* Refer to Exhibit 5

8.4 *Height Limit.* Building height limits will be limited to 35 feet.

8.5 *Lot Coverage.* Refer to Exhibit 5

8.6 *Development Standards-Design.*

The Development conforms to the Development Standards set forth in CEMC 16.12A.060.A, except as modified in Exhibit 5.

8.7 *Development Standards-Stormwater.* Each phase of development shall be provided with a drainage system for the collection, control, and/or disposal of the surface water runoff consistent with the requirements listed in CEMC 16.12A.060.B. Stormwater design shall be based on Washington Department of Ecology's Stormwater Management Manual for Eastern Washington that is in effect on the date the civil stormwater plans are submitted for each phase.

8.8 *Development Standards-Streets.*

The proposed development conforms to the Development Standards for Local Residential Access streets as set forth in CEMC 16.12A.060.C and as deviated in Exhibit 5.

8.9 *Development Standards-Parks.*

- a) The proposed development conforms to the Development Agreements Standards as set forth in CEMC 17.140.030.4.
- b) Parks and open space preservation are planned within the proposed SD-1 and SD-2 Tracts of the preliminary plat map.
- c) Detailed design of the parks will be provided to City for review during the final plat approval process.
- d) Parks and open spaces are proposed to be privately owned and maintained by the HOA.

Section 9. Phasing of Development. The Project may be constructed and receive final plat approvals in separate Phases. The Phasing Plan is planned to be completed as shown on Exhibit 4.

9.1 *Approval of Phasing.* The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition, etc. The parties also acknowledge that because the Development will be phased, certain amenities associated with the project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

- a. Street Improvements:
- b. Potable Water and Fire Flow Facilities:
- c. Sewer Facilities:
- d. Stormwater System:
- e. Dry Utilities:

f. Parks and Open Space

9.2 *Vesting of Development Standards – Final Plat.* Each final plat shall be vested to development standards set forth above. All final plats shall conform with preliminary plat approvals and vested development standards.

9.3 *Connection charges impact fees.* Lot owners shall pay standard utility (water and sewer) charges based on existing rate structure at time of connection. City shall not impose any additional fees, charges, impact fees or other requirement on final plats or residential building permits. Final plat and residential building permit fees shall be based on the time of submittal.

Section 10. Acknowledgement of Sufficient Water and Sewer Capacity. In its approval of the Project including preliminary plat. The appropriate city determined that provision was made for potable water and sanitary waste disposal pursuant to CEMC 16.12A.050.F and RCW 58.17.110. City has analyzed its existing future water and sewer supply capacity and infrastructure and determined that adequate capacity is available to serve the Projects. City shall reserve capacity in both water and sewer facilities for Project.

Section 11. Development Review Process. The procedures and standards for implementing decisions, including methods of payment/reimbursement to the City for review processes:

11.1 *Implementing Permits and Approvals.* Development of the Project will require additional development review and Implementing Approvals which include final plat applications, site development permits, building permits and other permits and approvals issued by the City. The preliminary plat life shall be extended to the end of the term of this Agreement, and associated in implementing permits shall be allowed beyond the term of the Agreement provided such permit applications are submitted and complete prior to the termination of this Agreement.

11.2 *Standards for Final Plat Approvals.* An application for final plat for any phase may be filed at any time during the term of this Agreement. An application for final plat shall be reviewed on an administrative basis in accordance with CEMC 16.30.040.B. An application for preliminary plat shall be reviewed for compliance with requirements of the preliminary plat approval and subject to the provisions of this Agreement, including vested development rights and standards. Any required public improvements shall be made prior to final plat approval, unless a surety in an amount acceptable to the City is provided in accordance with CEMC 16.30.040.C. Upon approval of an application for final plat by planning director and city engineer, the City Council shall review and approve with thirty (30) days of receiving an application that the application for final plat meets conditions of the preliminary plat approval in this Agreement and that any required bonding is adequate to assure completion of any required improvements. Upon approval, the City Council shall certify its acceptance by authorizing the Mayor to sign the plat. The Developer shall have the final plat recorded with Kittitas County Auditor.

11.3 *Flexibility; Project Modification.* The approved preliminary plat sets forth the authorized layout, density, road and utility locations, and other associated features. The Parties acknowledge modifications to the Project may occur during the term of this Agreement to achieve a number of purposes including: incorporation of new information; responding to changing community and market needs; encouraging reasonably priced housing; encouraging modifications that provide comparable benefit or functional equivalence with no significant reduction in public

benefits, increased costs to the development, or adverse change in environmental impacts. The City and Wildwood Ranch recognize that there shall be flexibility in implementing the preliminary plat approvals and design and any modifications may be undertaken administratively through a minor modification review process.

11.4 *Scope of Review and Mitigation of Subsequent Permits.* Pursuant to RCW 36.70B.180, this Agreement, and the development standards contained herein, shall govern for the term of the Agreement and for any subsequent permits or approvals required to complete the development contemplated by this Agreement. A permit or approval issued by the City after the execution of this Agreement shall be consistent with this Agreement. Further, the scope of any administrative or quasi-judicial review of Implementing Permits shall be limited to determining whether the Implementing Permit is consistent with the terms of the Agreement, and any mitigation imposed shall be limited to the mitigation established in this Agreement, unless otherwise provided for in the Agreement.

11.5 *Permits and Process at Time of Expiration.* The provisions of this Agreement shall continue to apply to and govern permits and approvals for which timely, complete application have been made prior to the Agreement's termination or expiration date. Additionally, the provisions of this Agreement shall continue to apply and govern subsequent permits and approvals that are necessary to complete the development contemplated in the timely submitted complete applications (e.g. building, grading, or site development permits). The intent of this Paragraph is to ensure that complete development applications that are timely submitted prior to the termination or expiration of this Agreement shall be completed and build-out through occupancy under the terms of this Agreement, even if additional permits and approvals are required after termination or expiration of this Agreement to complete the contemplated development.

11.6 *Reimbursement/Payment to the City for Review Processes.* The Applicant has paid all applicable permit fees to the City. Final plat applications shall be based on procedures and fee schedules in effect of time of submission of a complete application for final plat

Section 12. Major and Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this agreement.

For the purpose of this development agreement and preliminary plat application, a minor change includes, but is not limited to:

1. Changes to engineering design standards necessitated by changed circumstances, such as reconfiguration or reduction of lots;
2. Changes in lot dimension that are consistent with the approved development agreement;
3. A decrease in the number of lots to be created so long as the minimum lot size and minimum density of the underlying zone and approved development agreement is maintained;
4. Changes in timing of phased plans; and
5. Changes to engineering design that reduce construction related impacts and do not eliminate off-site improvements specifically required as a condition of preliminary approval.

Proposed revisions to an approved preliminary plat that results in a minor change, as determined by the City, may be approved administratively by the City Manager or designated representative.

For the purpose of this development agreement and preliminary plat application, a major change includes, but is not limited to:

1. The creation of additional lots;
2. The reduction or elimination of open space;
3. A change in use;
4. A change in points of ingress or egress; and
5. A change to conditions of approval of an approved preliminary plat that leads to environmental impacts that were not addressed in the original approval.

Proposed revisions to an approved preliminary plat that would result in a major change, as determined by the City, shall be treated as a plat amendment for purposes of vesting and transportation concurrency.

Section 13. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 14. Amendment to Agreement. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200).

Section 15. Applicant, or designate of the Applicant, may construct a model home in each approved Phase of the development. The model home shall be operated as a real estate office prior to or commencement with the initial stages of development. Said facility shall be required to be operated under the laws of the state of Washington as a Real Estate Branch office and licensed as the same. No model home(s) allowed after the issuance of the final building permit or after the term of the Development Agreement.

Section 16. Assignment and Assumption. The Developer shall have the right to sell assign or transfer this Agreement with all their rights, title and interest 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 an action.

Section 17. Miscellaneous and General Provisions.

- 17.1 Governing Law. This agreement shall be governed by the laws of the State of Washington and the Cle Elum Municipal Codes as vested by the Wildwood Ranch Plat application and this Agreement. Each party represents it has the respective power and authority and is duly authorized to sign and perform its obligations under this Agreement.

- 17.2 Full Understanding. The Parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.
- 17.3 Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of Wildwood Ranch and the parcels created through final plat approvals. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.
- 17.4 Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.
- 17.5 Attorneys' Fees. In any arbitration or judicial action to enforce or determine a Party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.
- 17.6 Severability. This Agreement does not violate any federal or state statute, rule, regulation, or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
- 17.7 Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective, including cooperation in all future permit processes including final plats and associated permits. This Paragraph shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.
- 17.8 Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in a manner aforesaid:

Wildwood Ranch, LLC
c/o Jeff Stubbs
Post Office Box 895
Roslyn, WA 98941

City of Cle Elum
City Administrator
City Hall
119 W. First Street
Cle Elum, WA 98922

17.9 Successors. This Agreement and the rights set forth herein run with the land and shall be binding upon and inure to the benefit of the City and the successor owners and assigns of the Development Site and any lots created through final plat approvals.

17.10 Enforcement and Default. Any party to this agreement may enforce the terms of this Agreement. 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.

17.11 Counterparts and Recording. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Pursuant to RCW 36.70B.190, this Agreement or memorandum thereof shall be recorded with the Kittitas County Auditor's office and during the term of this Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

WILDWOOD RANCH, LLC
By: Jeff Stubbs
Its: Member/Manager

City of Cle Elum, A Washington Municipal Code City
By: Matthew Lundh
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that Jeff Stubbs 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 Member/Manager of Wildwood Ranch, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Signature GIVEN under my hand and official seal this ____ day of _____, 2025 and then put the notary signature lines.

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this day personally appeared before me Matthew Lundh, to be known to be the Mayor of the CITY OF CLE ELUM, a Washington municipal code city that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and the seal affixed, if any, is the corporate seal of said corporation.

Signature GIVEN under my hand and official seal this ____ day of _____, 2025 and then put the notary signature lines.

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____