

**CITY OF SEWARD  
P.O. BOX 167  
SEWARD, ALASKA 99664**

**SUBDIVISION AGREEMENT**

THE CITY OF SEWARD (hereinafter the "City"), an Alaska home rule city, and \_\_\_\_\_,  
(hereinafter the "Developer"), enter into the following Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, executes this Agreement on behalf of the Developer \_\_\_\_\_  
warrants that they have authority to execute this Agreement on behalf of the Developer. The parties to  
this Agreement shall accept notices at the following addresses and telephone numbers:

OWNER/DEVELOPER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY

City Manager  
City of Seward  
P.O. 167: 410 Adams Streets  
Seward, Alaska 99664

WHEREAS, Title 16, Chapter 16.05 , of the Seward City Code specifies certain improvements that must  
be provided by the sub divider, owner, proprietor or developer (collectively referred to in this Agreement  
as "Developer") prior to conveying platted lots to any other person; and

WHEREAS, such lots must be provided with streets, communication and electric lines, water systems,  
sewer systems and street lighting, (SCC § 16.05.010); and

WHEREAS, no building permit may be issued for construction of a dwelling unit on a platted lot until the  
owner thereof has provided the required improvements for such lots (SCC § 16.01.025); and

WHEREAS, The Developer seeks the City's agreement to enter into a Contract to construct and install the  
improvements described in Article IV of this Agreement in accordance with all the terms, covenants and  
conditions of this Agreement, described in Articles I through IV.

NOW THEREFORE, in consideration of mutual provisions and covenants contained herein the parties  
agree as follows:

1. Property Subject to Agreement. The real property which is the subject of this Agreement (hereinafter  
the "Property") is located in the City of Seward and is described as:

\_\_\_\_\_ Subdivision according to Plat No \_\_\_\_\_, recorded on \_\_\_\_\_ in  
the records of the Seward Recording District, Third Judicial District, State of Alaska.

[ALTERNATIVELY- according to the preliminary plat attached hereto as Exhibit D and approved by the  
Kenai Peninsula Borough on \_\_\_\_\_]

2. Estimated Cost of Improvements. The Developer shall construct and install the following improvements in accordance with the standards described herein at the estimated costs set forth below:

Streets	\$ _____	Electrical	\$ _____
Sidewalks	\$ _____	Survey Monumentation	\$ _____
Drainage Plan	\$ _____	Street lighting	\$ _____
Sanitary sewer	\$ _____	Water	\$ _____
Traffic control devices	\$ _____		
Communications	\$ _____	Other:	\$ _____

The Developer estimates the total cost of the improvements to be:

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this article apply to every part of this Agreement.

#### 1.02 PERMITS, LAWS, AND TAXES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable permits, licenses, statutes, ordinances, rules, and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

#### 1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, the Developer's Engineer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the City, or otherwise associated with the City other than, in the case of Developer, as an independent contractor of the City. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees, or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor of the City. The Developer shall notify all its contractors and subcontractors of the provisions of this section.

#### 1.04 DEVELOPER'S RESPONSIBILITY

The Developer shall be solely responsible for the faithful performance of all terms, covenants, and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant, or conditions hereof.

1.05 ALLOCATION OF LIABILITY

The Developer shall defend, indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission of the Developer, its agents, employees, or contractors related to this Agreement . The liability assumed by the Developer pursuant to this section includes, but is not limited to claims for labor and materials furnished for the construction of the improvements.

1.06 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City Officer, agent, or employee warrants or represents the fitness, suitability, or merchantability of a property, plan, design, material, workmanship, or structure related to this Agreement for any purpose.

1.07 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, gender, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, gender, marital status, or age.

1.08 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

1.09 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is allowed by the Regulatory Commission of Alaska and applicable law. All utility service shall conform to the rules, regulations, and tariffs of the Regulatory Commission of Alaska and the City of Seward to the extent they may apply.
- B. If the Regulatory Commission of Alaska disallows any utility service by the City of any utility following execution of this Agreement, the provisions of the disallowed service shall be deleted from the requirements of this Agreement without affecting any other part hereof. The disallowance shall not be grounds for any claim, action, or demand against the City.

1.10 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

### 1.11 ASSIGNMENTS

- A. Except insofar as subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13. Permitted assignment shall not release the Developer from any obligation or liability under this Agreement.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
  - 1. To contractors and subcontractors, subject to Section 1.05; or
  - 2. As expressly permitted in writing by the City.

### 1.12 DEFAULT - CITY'S REMEDIES

- A. The City may declare the Developer to be in default:
  - 1. If the Developer is adjudged a bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any Law for the benefit of insolvent debtors; or
  - 2. If the Developer has failed to perform its obligations under this Agreement, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, the Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default, the City may do any one or more of the following:
  - 1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of the termination.
  - 2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise.
  - 3. Exercise its rights under any provision of this Agreement, or any bond or performance or warranty guaranty securing the Developer's obligations under this Agreement.
  - 4. Pursue any appropriate judicial remedy, including but not limited to an action for injunction and civil penalties.

1.13 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.14 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty, or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
  - 1. Documents or sections titled "Special Provisions."
  - 2. Article II of this Agreement titled "Improvement Construction Standards and Procedures," and Article III of this Agreement titled "Acceptance of Improvements."
  - 3. Article I of this Agreement titled "General Provisions."
  - 4. Documents incorporated under any Article of this Agreement.
  - 5. Article IV of this Agreement titled "Improvement Requirements."
  - 6. Any other document incorporated by reference herein.

1.15 EFFECT OF STANDARD SPECIFICATIONS

Applicable platting, subdivision and land use ordinances of any local authority, and the Kenai Peninsula Borough Road Standards are incorporated by reference herein as minimum standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.16 AMENDMENT

The parties may amend this Agreement only by written agreement, signed by all parties which shall be attached as an appendix hereto.

1.17 JURISDICTION - CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska and the City of Seward and the Kenai Peninsula Borough shall govern the rights and duties of the parties under this Agreement

1.18 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of the Agreement.

1.20 INTEGRATION

This instrument, and any writings incorporated by reference herein, ***including but not limited to the Developer Reimbursement Program***, embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations, or agreements, whether oral or written, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" means all work which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City owned utility.
- C. "City," for the purpose of administering this Agreement, means the City Manager for the City of Seward, or his designee.
- D. "Acceptance" by the City means a determination that an improvement meets minimum standards and does not refer to accepting a dedication of the improvement by the Developer.

**ARTICLE II**

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property in compliance with ordinances of the Kenai Peninsula Borough and the City of Seward.

2.02 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until the requirements of Sections 2.03 through 2.07 have been met.

2.03 PLANS AND SPECIFICATIONS

- A. Attached as Exhibits A, B, and C, are all of Developer's plans and specifications pertaining to the construction of the improvements, including stamped engineer drawings, submitted for the City's approval.
- B. If the City or a governmental entity or agency requires soil tests, or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City shall approve the plans and specifications as submitted, or indicate to the Developer how it may modify them to secure approval.

2.04 QUALITY CONTROL PROGRAM

- A. The Developer shall submit to the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include at least the following:
  - 1. The frequency and type of all tests to be performed.
  - 2. A list of all persons who will perform tests and inspections.
  - 3. Procedures for coordinating testing and inspections with the City and for providing advance notice to the City of all inspections and tests which the City may witness.
  - 4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.

2.05 WORK SCHEDULE

- A. Attached as Exhibit C is a work schedule submitted by the Developer.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. For each improvement, the schedule shall indicate starting and completion dates for the following:
  - 1. Clearing, grubbing, and removal of overburden.
  - 2. Excavation, installation, backfill, and compaction for each utility to be installed by the Developer.
  - 3. Excavation, backfill, and compaction for street facilities other than paving.

## 2.06 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

## 2.07 LIABILITY INSURANCE

The Developer shall provide proof that it has acquired the insurance required by the City of Seward in the form prescribed or, if the Developer has engaged a prime contractor has acquired such insurance, naming the Developer as an insured. [Insurance Broker to provide details.]

## 2.08 GENERAL STANDARD OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans, specifications, and contracts approved by the City, and with the terms, covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If during the course of construction conditions appear which in the exercise of reasonable engineering judgment require a modification of, or substitution for, approved materials, equipment, plans, specifications, or contracts to meet a higher standard of performance, the Developer shall make the modifications or substitution. All such substitution shall be approved by the City.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances, and specifications.

## 2.09 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under Article IV of this Agreement.

## 2.10 WORK IN RIGHT-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform.

## 2.11 SURVEYOR

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a professional land surveyor under the Laws of the State of Alaska.



## 2.12 REQUIRED REPORTING

- A. Quality Control: The Developer shall submit to the City regularly and promptly written reports describing the results of all tests and inspections required by the quality control program and all other tests and inspections which the Developer may make.
- B. Construction Progress: If actual progress indicates that the developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's consideration.
- C. Surveys: The Developer shall furnish promptly to the City copies of all surveys required for the completion of the improvements.
- D. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement.

## 2.13 PROGRESS PAYMENTS

The Developer shall pay its contractors all contract progress payments when due.

## 2.14 SURVEILLANCE

- A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test which it deems necessary to determine whether the work conforms to this Agreement.
- B. If the Developer fails to notify the City of inspections, tests, and construction progress as required by Section 2.17, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests, or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

## 2.15 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or its engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
  - 1. Arrangements made by the Developer to remedy the nonconformity; and
  - 2. Assurances by the Developer that future nonconformities will not occur.

- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Seward, pursuant to a Subdivision Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Subdivision Agreement. In the event that a stop work order is issued by the City, the contractor shall immediately cease all work and await further instructions from the Developer.

#### 2.16 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing, or performing any other work.

#### 2.17 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain all existing roads within the subdivision that are necessary for access. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-ways dedicated for road purposes.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of the damaged improvement.

#### 2.18 OPERATION OF IMPROVEMENTS PRIOR TO ACCEPTANCE

- A. Before the City accepts the improvements, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.

#### 2.19 TIME

- A. All improvements required by this Agreement shall be completed in accordance with the schedule contained in Section 2.05 and Exhibit C of this Agreement.
- B. The Developer shall begin actual construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and shall fully complete all required Improvements within 3 years from the date this Agreement is signed except if a special assessment district has been formed.

- C. If the Developer is delayed by an act or omission of the City not otherwise authorized under this Agreement, or by changes ordered in the work, labor disputes, fire, delays in transportation, casualties, or other causes beyond the Developer's control, or by any cause which the City in its discretion determines to be adequate to justify the delay, the time of completion of construction under this Agreement may be extended for a reasonable time, which shall be determined by the City. No extension shall be granted unless the Developer gives notice in writing to the City within ten (10) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

### **ARTICLE III**

#### ACCEPTANCE OF IMPROVEMENTS

##### 3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Sections 3.02 through 3.05 have been met.

##### 3.02 MONUMENTS AND AS-BUILTS DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and monuments and shall monument the center lines of all required paved streets with monuments of at least 30” of 5/8” rebar and 2” alcap at points of curvature, ends of curvature, intersections, and centers of cu-de-sacs in accordance with this Agreement and the terms of the City of Seward and Kenai Peninsula Borough code of ordinances and any standards established thereunder, which are incorporated herein by reference.
- B. No later than sixty (60) days after the final inspection and certification under Section 3.05 F, the Developer shall provide the City with one acceptable set of reproducible as-built drawings for each improvement. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Alaska to represent accurately the improvements as actually constructed.

##### 3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement.

##### 3.04 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, right-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

### 3.05 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately-owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately-owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of its inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City or appropriate privately-owned utility shall reinspect the improvements.
- E. The City or appropriate privately-owned utility may continue to reinspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards, and each privately-owned utility which is to assume control of an improvement certifies that improvement or improvements are acceptable to it, and the Developer has furnished the as-built drawings required by Section 3.02 B, the City shall notify the Developer that all improvements have been accepted.

### 3.06 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. By accepting the City improvements under this Agreement, the City does not undertake to maintain any such improvement, unless obligated to do so by applicable statute, ordinance, regulation, or tariff.

### 3.07 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials, and workmanship of the improvements against any failure or defect in design, construction, material, or workmanship which is discovered no more than one year from the date the City notifies the Developer of the acceptance of the improvements. This warranty shall cover all direct and indirect costs of repair or replacement, and damage to the property, improvements, or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects, or damages.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction, or materials required by the City

- C. Except as provided in subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement, including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests, or reports, shall in no way limit the scope of the Developer's warranty.

**3.08 CITY'S REMEDIES UNDER WARRANTY**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.07. The City shall notify the Developer before conducting any test or inspections to determine the cause of the failure or defect, and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill therefor, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work.

**3.09 COMPLETION OF PERFORMANCE: RELEASE OF WARRANTY**

- A. The City shall inspect the improvements at or before the end of the warranty period and before releasing any performance guaranty or warranty guaranty in effect. The Developer shall correct any failure or defect in the work revealed by the inspection as required by Section 3.09.
- B. On the Developer's satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement.

**ARTICLE IV**

**IMPROVEMENT REQUIREMENTS**

**4.01 IMPROVEMENTS REQUIRED**

- A. It is the intent of the City and Developer to provide for the orderly development of the property and to protect the investment of subsequent owners of the lots.
- B. Developer will pay 100% of all cost incurred for Administration, recording, inspection, surveillance and testing required or necessary to complete the City improvements.

4.02 STREET, ALLEYWAY, MONUMENTATION, WATERWAY, TRAFFIC CONTROL, STREET LIGHTING, STREET NAME SIGNING AND DRAINAGE IMPROVEMENTS

- A. All improvements to the property shall be provided and constructed in accordance with the approved plat and the Kenai Peninsula Borough subdivision and other standards.
- C. The City shall reimburse the Developer for its share, if any, for construction of improvements only after receipt from the Developer of invoices for such work and further in accordance with the provisions of Article III of this Agreement and the terms of any developer reimbursement agreement between City and Developer authorized by SCC Chapter 5.22.
- D. In accordance with SCC § 16.05.015(A)(3), the Developer may elect to form a special assessment district for street facilities prior to any sales, obligating all property owners in the subdivision to assume the costs of required streets not previously installed.
- E. The streets for which the Developer is not entitled to any reimbursement are estimated to cost \$\_\_\_\_\_ and include an additional 5' to the existing right of way on 3 of the 4 edges of the current lot.
- F. The Developer is not entitled to reimbursement for the cost of any walkways. The estimated cost of walkways is \$\_\_\_\_\_. Walkways include:
- G. If an erosion and/or sediment control plan is required the Developer will not be entitled to any reimbursement for such facilities.
- H. Drainage and waterway improvements shall be provided as necessary to the improvements within the subdivision, as well as to accommodate lateral and upstream contribution, as well as subsurface flows which are exposed during construction. There will be no reimbursement to the Developer for the cost of drainage and waterway improvements. The estimated cost of drainage and waterway improvements is \$\_\_\_\_\_.
- I. Traffic control devices, excluding electronically timed signals, shall be installed as directed and/or approved by the Public Works Director. The cost of these improvements is not reimbursable and is estimated to be \$\_\_\_\_\_. Traffic control devices include:
- J. Street lighting will be installed according to standards of the Seward Electric utility and as approved by the City Electric Engineer. The cost of street lighting is not reimbursable and is estimated to be \$\_\_\_\_\_.
- K. Monumentation shall be provided as shown on the approved Plat \_\_\_\_\_ Subdivision. The cost is not reimbursable and is estimated to be \$\_\_\_\_\_.
- L. Street name signs shall be provided at each intersection and equal the standards established in the City of Seward. The cost of these improvements is not reimbursable and is estimated to be \$\_\_\_\_\_.

4.03 SANITARY SEWER IMPROVEMENTS

- A. Sewer system improvements shall be designed and provided according to City of Seward Standards and Specifications, in compliance with applicable codes, and as approved by the Public Works Director and Alaska Department of Environmental Conservation to service all lots within the subdivision. The outfall(s) of the system will be as directed by the Public Works Director. There will be no reimbursement for any sewer system improvements, except as noted below or in accordance with the terms of any developer reimbursement agreement between City and Developer authorized by SCC Chapter 5.22.
- B. In accordance with SCC § 16.05.015(A)(3), the Developer may elect to form a special assessment district for sewer facilities prior to any sales, obligating all property owners in the subdivision to assume the costs of required sewer facilities not previously installed.
- C. The non-reimbursable cost of sanitary sewer improvement is estimated to be \$\_\_\_\_\_.

**4.04 WATER SYSTEM REQUIREMENTS**

- A. Water system improvements shall be provided and designed according to City of Seward Standards and Specifications, in compliance with applicable codes and as approved by the Public Works Director and Alaska Department of Environmental Conservation. Water service will be provided to all lots in the subdivision. Fire Hydrants shall be red in color. Spacing and minimum flow shall be according to the Seward Fire Code in effect on the date of construction. Hydrants shall have a minimum 4' wide flat grade from the street to the hydrant with appropriate bollards in place. The cost of improvements necessary to serve the subdivision shall be borne by the Developer and the Developer is not entitled to any reimbursement, except as noted below or by the terms of any developer reimbursement agreement between City and Developer authorized by SCC Chapter 5.22.
- B. In accordance with SCC § 16.05.015(A)(3), the Developer may elect to form a special assessment district for water facilities prior to any sales, obligating all property owners in the subdivision to assume the costs of required water facilities not previously installed.
- C. The cost of improvements required to serve the subdivision for which the sub-divider is not entitled reimbursement is estimated to be \$\_\_\_\_\_.

**4.05 ELECTRICAL FACILITIES**

- A. Electrical improvements shall be provided in accordance with an agreement with the City, incorporated by reference herein. The total cost of the electrical system serving the subdivision is estimated to be \$\_\_\_\_\_.
- B. In accordance with SCC § 16.05.015(A)(3), the Developer may elect to form a special assessment district for electrical facilities prior to any sales, obligating all property owners in the subdivision to assume the costs of required electrical facilities not previously installed.

4.06 COMMUNICATIONS

Communications improvements shall be provided in accordance with an agreement with \_\_\_\_\_Telalaska, GCI, or other provider incorporated by reference herein. The total cost of the communications system serving the subdivision is a nonreimbursable cost estimated to be \$\_\_\_\_\_.

The City and Developer agree to record a Subdivision Agreement Memorandum in the Seward Recording District within 10 days of the effective date of this Agreement with a notice that the Agreement is available for public inspection at the offices of the City Clerk. The Owner and Developer agree to include the following Notice in all agreements for sale of lots:

The issuance of a Certificate of Occupancy by the City of Seward for any of the following lots is subject to the completion of public improvements to such lot in accordance with the Subdivision Agreement including any amendments, the City Code, regulations, and other applicable law. The lots may be subject to special assessments for certain improvements.

**ARTICLE V**

DEVELOPER GUARANTEE

5.01 Amount. The Developer shall provide one of the indicated guarantees in this Article in the amount of \_\_\_\_\_ thousand dollars within ten (10) business days of the date this agreement is signed.

5.02 Form. The developer guarantee shall be in the form of [NOTE CITY AND DEVELOPER AGREE ON ONE OF THE ALLOWED OPTIONS PRIOR TO SIGNING AGREEMENT FORMAT THE FORM AGREEMENT TO USE A CHECK THE BOX METHOD]

- A. Performance Bond. A surety bond from a company authorized to do business in Alaska for the amount identified in paragraph 5.01 identifying Developer as the principal and the City as obligee guaranteeing performance of all Developer’s obligations under this Agreement.
- B. Deposit on Escrow. The Developer shall deposit in cash a sum in the amount identified in paragraph 5.01 either with the City or in escrow with a responsible financial institution authorized to do business in Alaska and provide City an escrow agreement which includes all terms required by SCC 16.05.015( e)(2).
- C. Letter of Credit. The Developer shall provide from a bank or other responsible financial institution authorized to do business in Alaska an irrevocable letter of credit in the amount identified in paragraph 5.01 containing the certifications required by SCC 16.05.015( e)(3).



**ARTICLE VI**

DEVELOPER REPAYMENT (FOR DRP)

- 6.01 Grace Period. The developer has six months after the completion of the utility installation to pay back the amount assessed to the properties without penalty.
- 6.02 Amount. The remaining balances after the six month grace period will be charged interest at prime + 4% annual interest.

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IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF SEWARD, ALASKA

\_\_\_\_\_

BY: \_\_\_\_\_  
City Manager

BY \_\_\_\_\_

ATTEST:

EXHIBIT A  
Plans & Specifications (including stamped engineer drawings)

EXHIBIT B  
Plans and Specifications  
(detailed information including materials and equipment)

EXHIBIT C  
Work Schedule