

RESOLUTION NO. 1025

A RESOLUTION approving the execution of a Development Agreement with Hinton Development Corporation and Summit Developing, Inc., pursuant to RCW Chapters 36.70B and Camas Municipal Code 18.55.340.

WHEREAS, Hinton Development Corporation and Summit Developing, Inc., owns or are acquiring certain real property within the Camas Urban Growth Area, and

WHEREAS, the City of Camas and Hinton Development Corporation and Summit Developing, Inc. have negotiated a Development Agreement to govern the development of the property, and

WHEREAS, pursuant to Camas Municipal Code Chapter 18.55, a series of public hearings were held to solicit public input, and

WHEREAS, pursuant to RCW 36.70B.170(1) and Camas Municipal Code 18.55.340, the City of Camas and Hinton Development Corporation and Summit Developing, Inc. are authorized to enter into a Development Agreement that sets forth the development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the described property,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

The Development Agreement between Hinton Development Corporation, Summit Developing, Inc., and the City of Camas, attached hereto as Exhibit "A", and by this reference incorporated herein, is hereby approved.

II

The Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Camas.

ADOPTED at a regular meeting of the Council of the City of Camas, this 6th day of September, 2005.

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

[Signature]
City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

James D. Howsley
Miller Nash LLP
P.O. Box 694
Vancouver, Washington 98666-0694

Grantors : Hinton Development Corporation and
Summit Developing Inc.
Grantees : City of Camas, Washington
Abbreviated Legal : See Exhibit "A"
Assessor's Tax Parcel Nos. : 125636-000, 125647-000, 125648-000, 125601-000, 125646-000,
125645-000, 125635-000, 125634-000

DEVELOPMENT AGREEMENT

Effective Date: _____, 20____

Parties: HINTON DEVELOPMENT
CORPORATION, a Washington
Corporation (hereinafter referred to as
"HINTON");

SUMMIT DEVELOPING, INC., a
Washington Corporation (hereinafter
referred to as "SUMMIT"); and

THE CITY OF CAMAS, WASHINGTON,
a Washington municipal corporation
(hereinafter referred to as "the City").

Recitals:

A. HINTON and SUMMIT each own approximately 11 acres of undeveloped property currently in the Camas Urban Growth Area ("UGA") governed by Clark County (hereinafter "Property"), legally described in Exhibit "A" attached hereto and incorporated fully by this reference.

DEVELOPMENT AGREEMENT

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B. As of the effective date of this Development Agreement, the Property is bordered by the City to the east.

C. The parties desire to enter into this Development Agreement to govern aspects of the development of the property prior to the property being annexed to the City and Conditions once the property is in the City.

D. Pursuant to RCW 36.70B.170(1), the parties are authorized to enter into an Agreement which sets forth development standards and other provisions that apply to and govern and vest the development and use of the development of real property described in Exhibit "A."

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Development Agreement, (hereinafter referred to as "Agreement") is to:

- (a) Provide for certainty as to the development of lots adjacent to the existing City limits.
- (b) Provide for certainty as to the overall development of the site in compliance with the density as provided for under the current County Comprehensive Plan and zoning designations.

2. **Agreement.** In the event of any conflict between this Agreement and the City's future approvals, this Agreement shall control.

3. **Applicable Development Standards.**

- (a) The Developer agrees to bevel the lots consistent with the City code.
- (b) All other lots in the development will be consistent with the R-7.5 zoning designation as provided for in the City code.
- (c) Wetlands.
 - (i) The Developer stipulates to a twenty-five (25) foot buffer for the Class IV wetland onsite.
 - (ii) The Developer stipulates to fifty (50) foot buffers for the Class III wetlands onsite.

(iii) Wetland fills greater than one-tenth (1/10) of an acre should be approved by the City if formal wetland permits from state or federal agencies are received.

4. **Zoning and Use Categories.** The property shall develop under R-7.5 zoning standards with the exception of the lots to be beveled.

5. **Term.** The term of this Agreement shall be ten (10) years. The parties may mutually agree to extend the term.

6. **Notices.** All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered of two (2) days after mailing.

Notices to the City:

The Honorable Mayor Paul Dennis
City Hall - 616 N.E. 4th Avenue
Post Office Box 1055
Camas, Washington 98607-0055

With copies to:

Knapp, O'Dell & MacPherson
430 N.E. Everett Street
Camas, Washington 98607

Notices to Developers:

Hinton Development
Attention: Ryan Hurley
14010-A N.E. 3rd Court, Suite 106
Vancouver, Washington 98685

Summit Developing, Inc.
Attention: Stan Firestone
4211 NW Fruit Valley Road
P.O. Box 61928
Vancouver, Washington 98666

With copies to:

James Howsley
Miller Nash LLP
PO Box 694
Vancouver, Washington 98666-0694

7. **Effect of Agreement.**

- (a) Pursuant to RCW §36.70B.180, unless amended or terminated, this agreement is enforceable for the term set forth above by either party to this Agreement.
- (b) Pursuant to RCW §36.70B.180, this agreement and zoning and development standards set forth herein shall not be subject to amendments for the term of this Agreement.

8. **Default and Remedies.** In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement.

9. **Recordation of Agreement.** Subject to the terms hereof, the provisions of this Agreement shall extend to, bind and inure the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns as a covenant running with the land. This Agreement shall be recorded with the real property records of Clark County. This Agreement is binding on the parties hereto, their successors, and assigns.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and cannot be changed or modified, other than by a written agreement executed and approved by both parties.

11. **Severability.** In the event any provision, clause, term, covenant, or condition of this Agreement or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be void, invalid or unenforceable as written, the parties intend and desire that the remaining provisions, clauses, terms, covenants, or conditions of this Agreement shall continue to be valid, fully effective and enforceable, as permitted by law.

12. **Section Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision and this Agreement.

13. **Interpretations and Governing Law.** The laws of the State of Washington shall govern the validity, construction and performance of this Agreement. The federal and state courts sitting in Southwest Washington and/or Clark County shall have jurisdiction over claims arising under this Agreement and each party consents to such jurisdiction.

14. **Time of the Essence.** Time is of the essence in this Agreement and the City agrees to expedite the approval of this Agreement, provided the notice and hearing requirements are met.

15. **Singular and Plural.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural.

16. **No Third-Party Beneficiaries.** This Agreement represents the entire Agreement between the Developer and City with regard to this annexation request and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the City in its duty to provide for public health, safety and welfare. This Agreement is for the benefit of the Developer to provide assurances as to zoning. This Agreement creates contractual rights only between the Developer and City, and City has no lien rights in or to the Development.

17. **Exhibits Incorporated.** All exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

19. **Approvals, Elections and Consents to Be in Writing.** All approvals, elections and consents contemplated by this Agreement shall be in writing signed by an authorized representative of the party granting such approval or consent or making such election. Any approval, consent or election, which is not in writing, shall not be effective.

20. **Waiver.** Pursuant to RCW §36.70B.170(1) development agreements are to be consistent with applicable development regulations to the effect this Agreement deviates from existing development regulations, Developer agrees to the development standards set forth in this Agreement.

21. **Reserved Authority.** Pursuant to RCW §36.70B.170(4) the City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

22. **Public Hearing.** A public hearing is required by RCW §36.70B.220. The City of Camas has approved execution of this Agreement by ordinance after a public hearing.

DATED this ____ day of _____, 20 ____.

CITY OF CAMAS

HINTON CONSTRUCTION

Mayor Paul Dennis

Mark Hinton

Attest:

SUMMIT DEVELOPING, INC.

Stan Firestone

Approved as to form:

Roger Knapp, City Attorney

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of _____ to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2005.

Notary Public for Washington

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

State of Washington)
) ss.
County of Clark)

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