

After recording, return to:

Keenan Ordon-Bakalian
Jordan Ramis PC
1211 SW 5th Ave, Ste. 2700
Portland, OR 97204

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into by and between the CITY OF CAMAS, a Washington municipality (hereinafter referred to as the “City”) and SUNCAL ACQUISITIONS, LLC, a California limited liability company; and LACAMAS HERITAGE PROPERTIES LLC, a Washington limited liability company, (hereinafter referred to as the “Developer”) (and collectively referred to as “Parties”).

RECITALS

WHEREAS, Developer owns or controls certain real property that is located within the City’s municipal boundary with the following tax identification numbers: 175747000, 175733000, 175726000, and 175727000, and that is more particularly described in **Exhibit A** and incorporated by reference herein (together, the “Property”); and,

WHEREAS, the City and the Developer recognize this area will develop with multiple uses and wish to provide predictability about the development standards that will apply to the Property over the course of its full development in order to increase efficient use of urban services and land, and provide compatibility amongst the various phases of the Property as they develop, including planning for advance funding for transportation improvements, predictable infrastructure and regulations, parks, trails and open spaces; and,

WHEREAS, the City is a Washington municipality with land use planning and permitting authority over all land within its limits; and,

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a

development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

WHEREAS, the legislative findings supporting the enactment of this section provide: The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning that would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and developers of real property to enter into development agreements; and,

WHEREAS, for the purposes of this Agreement, “Development Standards” includes, but is not limited to, all of the standards listed in the Master Plan attached hereto as **Exhibit B**, RCW 36.70B.170(3); and CMC 18.55.340; and,

WHEREAS, the City will be making necessary updates to its Capital Facilities Plan (CFP) and Transportation Improvement Project (TIP) list, of which Northshore Boulevard is a transportation corridor of regional importance; and,

WHEREAS, Developer has agreed to place the road alignment for Developer’s responsible portion of Northshore Boulevard at the City’s preferred location as will be set forth in the CFP, City’s circulation plan documents, and TIP list; and,

WHEREAS, certain offsite transportation improvements are located in unincorporated Clark County and will require cooperation and agreement with that jurisdiction.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Developer and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties. The City is authorized to enter into this Agreement pursuant to CMC 18.55.340.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall be valid for a period of Fifteen (15) years; unless extended or terminated by mutual consent of the Parties; provided however, if this Agreement or any initial land use applications related to the Property and filed within one year of the effective date of this Agreement, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or 18 months, whichever is less. The “Effective Date” shall be the date of recording, which shall occur within thirty (30) days of the date of the adopting Resolution.

Section 3. Vesting. Any land use applications submitted with respect to the Property during the term of this Agreement, shall be vested to the following land use regulations and Development Standards in effect on the Effective Date of this Agreement CMC Title 16.01-16.19; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 24-007), unless otherwise provided for within the Master Plan. Any land use approvals affecting the Property issued after the Effective Date of this Agreement shall remain in effect during the term of this Agreement; provided however, that preliminary plat approvals shall be valid for a period of ten (10) years from the date of the approval, regardless of whether the end of such ten years occurs during or after the term of this Agreement and Developer shall have the right to seek extensions to such preliminary plat approvals pursuant to the relevant provisions of the CMC. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees, which shall be assessed at the then-current rates.

The City shall have no liability for any damages or losses suffered by the Developer or the Developer's successors if a federal or state agency takes action that voids, nullifies or preempts the City's agreement to permit vesting under this Agreement. Developer and Developer's successors shall further indemnify and hold harmless the City from any and all liability, including third party liability, under any applicable state or federal regulations including, but not limited to, the Clean Water Act, for any actual or alleged violation of said regulations arising from the City's agreement to allow the vesting described in this section, or in the event said third party or agency challenges the adoption of this Agreement within the applicable timeframes. In such event, the City, in its sole discretion, may require the Developer or the Developer successors to post a bond in an amount deemed reasonably sufficient to cover all costs and expenses associated with any claim or action for liability as described herein, including reasonable attorney's fees to be incurred by the City in defending any third party claim.

Upon notice of any claim or action for liability against City relating to this Section, the City shall timely notify Developer or Developer's successors of their duties for indemnification of the City. Within ten (10) days of such notice, Developer may, at Developer's sole discretion, revoke its vested rights to the City's current standards arising under this section by giving written notice of such revocation to the City. Upon such revocation, the Developer shall have no further liability to the City or obligation to indemnify the City, including any obligation to post the bond described in this Section. The Developer may choose to waive the vesting provided for in this Section, if it notifies the City in writing. In that event, any fully complete development application submitted to the City and relating to the property, shall vest to the rules and regulations in effect at the time such application is submitted to the City. If the Developer

chooses to waive the vesting provided for in this Section, then all vested rights created in this Section shall become null and void.

Section 4. Master Plan. Attached as Exhibit B and incorporated by reference herein is the Master Plan for the development of the Property. The Master Plan provides for a variety of housing types and lot sizes, as well as a unique and innovative plaza in the North Shore Town Center designation. The Master Plan provides the Parties with predictability regarding certain aspects of the future development of the Property, including access locations on to public streets and any associated offsite improvements related to transportation. The standards within the Master Plan, or those substantially similar to the standards in the Master Plan, shall be controlling on the future development of the Property.

Section 4.1 Environmental Review. Pursuant to the State Environmental Policy Act (SEPA), piecemeal environmental review is to be discouraged. As such, the Parties wish for SEPA review to be accomplished as part of the Agreement for as many of the Property's potential adverse environmental impacts as can be reasonably analyzed, based upon current information contained within the SEPA checklist submitted with this Agreement, including, but not limited to, a Traffic Impact Analysis, Critical Areas Report, and GIS data as to off-site storm water impacts. This review is done under the Consolidated Review provisions of SEPA. The SEPA Checklist attendant with this Agreement identifies various potential adverse impacts including transportation, wetlands, sewer, water, and storm water. The Checklist also identifies a variety of technical reports or information that provides a basis for the proposed mitigation or partial mitigation of these impacts. It is the intent of this Agreement and its attendant SEPA process, to have the City issue a Threshold Determination (as that term is utilized in RCW 43.21C) on the identified conceptually proposed impacts of the development of the Property. Uses and impacts that are identified at future stages of the development, including but not limited to, Site Plan approval, Preliminary Plat approval, Short Plat approval or building permit approvals that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed on the condition that the future identified adverse impacts, in the sole discretion of the City, are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information, at the cost of the Developer, on the potential adverse environmental impacts associated with a specific land use application that have not been previously identified or analyzed as required under the State Environmental Policy Act.

Section 4.2 Phasing.

4.2.1 Description of Phasing within the Master Plan. The Parties agree that site development at buildout will occur consistent with the phasing depicted in the Master Plan and the City's preliminary plat procedures set forth in CMC 17.11.030. Site development at buildout is expected to include a mix of residential, commercial retail and employment lands. The Parties agree that the initial phases of the Master Plan (Phases 1, and 2) will include townhouses, duplexes, and single family residences. The Parties further agree that Developer may complete the full buildout of the residential Phases 1 and 2 of

the Master Plan prior to the completion of the connection of Northshore Boulevard with SR 500. Phase 1 shall include the completion of the East/West section of Northshore Boulevard as depicted in the Master Plan. Phase 2 will include the completion of the North/South section of Northshore Boulevard as depicted in the Master Plan, and Phase 2 can be phased as required to deliver access to the residential lots. Phases 3 and 4 will occur subsequent to the residential phases as set forth in the phasing of the Master Plan. For the avoidance of doubt, the Public Plaza as depicted on the Master Plan, and described in the Master Plan's Design Guidelines, will be included in Phase 3.

4.2.2 Development of the Project in Sub-Phases is Permitted. The City also agrees to allow final engineering and final plat recordation by phases in accordance with the Master Plan, provided that for each unconstructed sub-phase within the approved Master Plan phase, Developer shall provide assurance adequate to the City, such as a performance bond that shall be released as each subsequent sub-phase is constructed. The Parties agree that the final plat for Phase 1 may be recorded for all the sub-phases; however, Developer will be allowed to construct sub-phases A & B while a performance bond will be required to secure the remaining work in sub-phases C, D, & E or any other variation chosen by Developer. Developer will be allowed to continue to build-out each Phase 1 sub-phase consistent with the terms of this Agreement, provided the performance bond remains for each unconstructed sub-phase. The Parties also agree that Developer shall be similarly permitted to record final plats and develop each subsequent phase of the Master Plan in sub-phases, as described previously within this Section.

4.2.3 Timing for Final Plats. Developer shall have until the expiration of the Agreement to record any Final Plat for the Project, subject to the City's preliminary plat procedures. Developer may also record final plats for the phases depicted in the Master Plan without the completion of all required infrastructure improvements, provided that Developer submits a subdivision improvement bond or other financial security and all relevant improvements are engineered, pursuant to CMC 17.21.

4.2.4 At-Risk Plan Check. Developer and City agree that Developer may pursue independent plan review and engineering for any public infrastructure improvements identified within the Master Plan prior to securing preliminary plat approval or other relevant approvals for the phases depicted within the Master Plan. All aforementioned plan review and engineering approvals shall be subject to the sole discretion and approval by the City's Community Development Director. The City shall not be responsible for any costs associated with Developer submitting for plan review and, or, engineering approvals prior to securing preliminary plat approval or any other required approval for the relevant phase of the Master Plan.

Section 4.3 Transportation. Kittelson and Associates, Inc. (Developer's transportation engineers, "Kittelson") and the City have analyzed the transportation impacts of the full development (based upon the Master Plan in Exhibit B) of the Property as identified in the transportation impact analysis attached hereto as **Exhibit C** and incorporated by reference. Based upon the Kittelson transportation impact analysis, the Property at full development will increase the existing number of vehicle trips on the transportation system by 908 net new weekday AM peak hour, 1,544 net new weekday PM peak hour and 16,704 net new average daily trips. Based upon Kittelson's and the City's analysis as well as Clark County and WSDOT feedback, the future development of the Property will be conditioned upon the reasonable funding within six (6) years of, the critical links and intersections provided for in the Comprehensive Plan and the other mitigation measures provided for in Exhibit C. The City agrees to consider and use best efforts, as a part of the 2025 annual review process, to include the Northshore Boulevard onto the City of Camas six (6) year transportation improvement project list within the CFP as a reasonably funded project. The Parties agree that Developer's obligation to construct critical links and intersections depicted in Exhibit B shall be limited to Developer's construction of Developer's proportional share of extending Northshore Boulevard and providing right of way dedication to 3rd Street and 252nd Avenue.

The Property shall be vested during the term of this Agreement with 1,544 net new weekday PM peak hour, 908 net new weekday AM peak hour and 16,704 net new average daily trips and no additional off site transportation mitigation or analysis will be required during the term of this Agreement; provided, however, that in the event Developer proposes uses or intensities of uses that would cause the total number of weekday AM, PM Peak, or Average Daily trips to exceed the number of trips analyzed as part of this Agreement, then the City may require, and Developer shall provide, additional transportation analysis and lawful mitigation for those increased trips. The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in the Master Plan and Exhibit C. Some of the transportation improvements may be on the City's Transportation Capital Facility Plan. Developer or its successor in interest to the Property, upon construction of such qualifying transportation improvement, shall be eligible to apply for Transportation Impact Fee Credits pursuant to CMC Chapter 3.88, but only if such improvements are eligible for Credits under the City's applicable Capital Facilities Plan and Transportation Impact Fee programs.

The City and Developer also acknowledge that there may be offsite intersection improvements needed at NE 28th Street and NW 232nd Avenue in accordance with the Kittelson transportation impact analysis. The land surrounding this inter area lies within the jurisdiction of unincorporated Clark County. The City has an interest in ensuring that this development can be fully realized and will therefore use best efforts to enter into a interlocal agreement with Clark County after the execution of this Agreement to ensure that the completion of the intersection improvements will happen so that certificates of occupancies can be issued for each home, building, or improvement within the development on the Property.

Section 4.4 Specific Design Standards.

4.4.1 Streetscape. Developer agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian and bicycle traffic. Streetscape standards will be consistent with the streetscape standards identified in the Master Plan. During the land use application phase subsequent to the adoption of this Agreement, proposed streetscape standards that are not substantially similar to those standards within the Master Plan may be adopted upon mutual agreement of the Parties.

4.4.2 Master Plan Design Standards. The Parties hereby agree that the design standards, guidelines, and processes set forth in the Master Plan shall apply to the development of the Property. Design standards that are inconsistent with the design standards set forth in the Master Plan shall only be incorporated into the project upon mutual agreement of the Parties, consistent with the terms of this Agreement. In the event the design standards within the Master Plan and North Shore Subarea Design Manual conflict, the design standards within the Master Plan shall control.

4.4.3 Lighting. This Project uses dark sky compatible street lights and LED lamps.

4.4.4 Development of Commercial Lands. The development of the commercial lands within the Property shall be consistent with the standards and provisions identified in the Master Plan. During the land use application phase subsequent to the adoption of this Agreement, proposed development standards that are not substantially similar to those standards within the Master Plan may be adopted upon mutual agreement of the Parties.

4.4.5 Maintenance of Northshore Boulevard. The City and Developer agree that the North-South section of Northshore Boulevard park strip and planted median as depicted in the Master Plan shall be maintained by the Home Owners Association that shall be established in conjunction with the development of the residential phases of the Master Plan. All other sections of Northshore Boulevard shall be maintained by the City pursuant to dedication by Developer or Developer's successors in interest.

4.4.6 Public Art. Developer agrees to install five permanent public art installations as part of the Project. All public art installations must be publicly visible and accessible. The general location, type, and timing of each installation shall be governed by the phasing plan depicted in the Master Plan and the associated applicable approval processes for each phase.

Section 4.5 Stormwater. As identified and described in the Stormwater Memorandum and Concept Plan which is attached hereto and incorporated herein as **Exhibit D**, there are three primary stormwater discharge locations from the Property, including a depression in the southwest portion of the Property with an off-site discharge in a shallow and very flat drainage that crosses the City's Legacy Lands Park, Parcel Number 175721000 ("City Parcel"), to the west of the Property before dropping steeply to Lacamas Lake. This shallow and flat drainage across the City Parcel poses an issue to both the Project and to the City. The lack of elevation change across the localized on-site depression and adjacent City Parcel prior to the drop off to Lacamas Lake create the following issues:

- Excess fill on the Property to enable collection, routing, treatment and detention of onsite runoff.
- Surface discharge of concentrated flow onto the adjacent City Parcel. Since the drainage route across the City Parcel is flat and shallow, managing the drainage in the existing condition and for any development is problematic.

Exhibit D proposes a piped discharge to address the foregoing constraints and appropriately manage stormwater for the Project. The Parties acknowledge the foregoing and agree that the final stormwater design and any proposed discharge method shall be based on the findings and recommendations of the Project's Technical Information Report (TIR), to be reviewed and approved by the City. If the TIR determines that a piped stormwater discharge across the City Parcel is the preferred and necessary option, the Parties agree to work cooperatively to evaluate, design, and construct a discharge system with the following characteristics:

- The piped discharge across the City Parcel shall be designed to remove any surficial flow on the City Parcel and provide a much more manageable subsurface system;
- The sizing of the piped discharge will include capacity for future development of the City Parcel;
- The piped discharge shall be designed with the objective of reducing fill on the Property.

If the Parties agree upon the piped discharge design depicted in Exhibit D or a similar piped design as set forth in the TIR, Developer agrees to retain the existing drainage channel across the Legacy Lands Property for stormwater conveyance at flow rates substantially similar to existing conditions at the time that this Agreement is adopted. Retention of the existing drainage on the Legacy Lands Property has the benefit of providing capacity for the required discharge, based off the TIR, and maintaining flows so the existing water course can be incorporated into future park design.

Therefore, the Parties shall collaborate to determine the most advantageous route for the aforementioned stormwater line, discharge point, and sizing of the line, subject to City

review and approval through the standard stormwater permitting process. Any such stormwater line constructed across the City Parcel shall be owned, operated, and maintained by the Developer (or successor in interest), unless otherwise agreed to in writing by the City.

Section 4.6 Temporary Grading Easement on City Parcel. The City Parcel southwest of the Property has a rolling and hummocky topography. Several of the hummocks are located on the property line between the City Parcel and Property. The varied topography along the property lines will result in cut and fill slopes to enable flatter areas to be graded onsite. When the City develops the City Parcel, it will be required to grade in similar cut and fill slopes resulting in peaks and valleys along the common property line between the City Parcel and the Property. Therefore, the Parties agree that it is mutually beneficial for the City to grant Developer a temporary grading easement (“TGE”) to resolve the aforementioned topographical challenges that are present on the common property line between the City Parcel and the Property. The TGE will allow beneficial grading to occur on both parcels to maximize the Parties respective developable area, as well as allow a road being developed with Lacamas Northshore to directly serve the City Parcel. The TGE will include appropriate erosion control methods to be implemented in conjunction with grading. The Parties shall work together to determine area of the TGE as depicted in the Master Plan.

Section 4.7 City to Reimburse Developer for Upsizing Onsite Water Trunk Lines. A water trunk line is identified within the City’s Water System Plan (“WSP”), incorporated hereto by reference, as being located on the Property. The City is specifying that a 24-inch water trunk line is needed to be constructed with the Project. The Parties agree that Developer shall be reimbursed by the City through SDC credits, at the time improvements are accepted by City inspector, for the costs associated with upsizing any onsite water lines.

Section 4.8 Impact Fee Credits and Reimbursement. Developer or successor in interest to the Property, upon construction of such qualifying improvements, shall be eligible to apply for impact fee credits, including for schools, traffic, fire, parks, stormwater, sanitary and water. The Parties agree that the City shall include Developer’s design of its proportional share of Northshore Boulevard (as depicted in the Master Plan) within the City’s Transportation System Plan (“TSP”) and that Developer will be eligible for all available impact fee credits upon completion of Developer’s proportional share of Northshore Boulevard.

Section 4.9 Dedication and Management of Public Amenities. Developer will dedicate and convey ownership of the parks identified in the Master Plan as shown on the Master Plan’s open space sheet and consistent with the phasing depicted in the Master Plan. Developer shall be responsible for the establishment of vegetation and landscape maintenance for the parks depicted in the Master Plan a period of two (2) years from the time of construction for each relevant park. Developer agrees to use best efforts to coordinate with Legacy Lands on its design of the entrance to Legacy Lands, parks, the plaza, trails, and public and open space amenities for the deeded open space as depicted in

the Master Plan, so that the City will use best efforts and take substantial steps toward the inclusion of these regional public spaces on the next update to the City's six (6) year parks, recreation and open space plan ("PROS").

Section 4.10 Land Use Designations. The Parties agree that the Property shall develop consistent with the land use designations and density set forth in the Master Plan depicted in Exhibit B. The allowed uses for the Property shall be those uses listed in the Master Plan's Design Guidelines and those uses permitted (outright, conditionally, or otherwise) within the base zone of any relevant portion of the Property. To the extent the allowed uses set forth in the Master Plan's Design Guidelines and the uses allowed under the base zoning for any relevant portion of the Property conflict, the uses set forth in the Master Plan's Design Guidelines shall control.

Section 5. Process. Subsequent to the approval of this Agreement, the Parties agree that subdivision and future development of the Property will be achieved through a subdivision application subject to the provisions in CMC Chapter 17.11. The subdivision application will be processed as a Type III decision subject to a hearing and city final decision by the hearings examiner pursuant to the provisions in CMC Chapter 18.55.030(C). The approval of any multi-family development will proceed forward through a Type II site plan review process under CMC Chapter 18.18 and Chapter 18.55. The entitlement of industrial and commercially zoned lands within the Property will be concurrently processed under the City's site plan review standards within CMC Chapter 18.18 and under Chapter 18.55. Design review for North Shore residential shall be processed as a Type I decision to be rendered by the City's Community Development Director or designee and be approved consistent with the design standards set forth in the Master Plan. The application shall be substantially similar to the Master Plan. Any aspects of a land use application relating to the Property that are not substantially similar to the Master Plan shall be reviewed under the applicable regulations as if no Master Plan had been approved.

Section 6. Remedies. Should a disagreement arise between the City and Developer regarding the interpretation and application of this Agreement, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court in the State of Washington consistent with the terms in Section 8, below.

Section 7. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 8. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 9. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but if any provision is found to be invalid or in violation of

any statute, rule, regulation or common law, it shall be considered null and void, with the remaining provisions remaining viable and in effect.

Section 10. Inconsistencies. If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 11. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Developer, the City, and their respective heirs, successors and assigns. Only Developer and the City or their successors and assigns shall have the right to enforce the terms of this Agreement. This Agreement shall be recorded against the real property indicated in the Master Plan with the Clark County Auditor.

Section 12. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 13. Amendments. This Agreement may only be amended by mutual, written agreement of the Parties that is approved by the City pursuant to a Type IV legislative process as set forth in the CMC. While nothing contained herein shall be construed to obligate either party to amend the Master Plan, it is recognized that future evolution of the Project and the City may warrant consideration of such issues. The City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.

Section 14. Agreement to Run with the Land. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the completion of the Project or transfer of ownership to Developer's successors and assigns.

Section 15. Recording. This Agreement shall be recorded with the Clark County Auditor's Office.

Section 16. 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 the manner aforesaid:

SunCal Acquisitions, LLC
Attn: Matthew Keenen & Matthew Vissotzky
2646 Dupont Drive, Ste. 60-520
Irvine, CA 92612

And to its Attorney:

Jordan Ramis PC

Attn: Jamie Howsley & Keenan Ordon-Bakalian

Jamie.Howsley@Jordanramis.com

Keenan.Ordon-Bakalian@Jordanramis.com

1211 SW Fifth Ave, Ste. 2700

Portland, OR 97204

City of Camas

Community Development Department

Communitydevelopment@cityofcamas.us

616 NE 4th Avenue,

Camas, WA 98607

Section 17. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

Section 18. Authority. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the land, and will be enforceable against each Party in accordance with the terms herein.

Section 19. Delays. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. The City's or Developer's inability to fund, or decision not to fund, any of its obligations shall not be an acceptable reason for delay.

Section 20. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 21. Attorneys' Fees. In any 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.

Section 22. 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. This Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

Section 23. 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.

Section 24. 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 the Property. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. 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.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the dates set forth below:

CITY OF CAMAS

LACAMAS HERITAGE PROPERTIES, LLC

By _____
Print Name _____
Title _____

By _____
Print Name _____
Title _____

SUNCAL ACQUISITIONS, LLC

By _____
Print Name _____
Title _____

[Notary Acknowledgements Following on Next Pages]

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 this instrument and acknowledged it as the _____ of the City of Camas, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

NOTARY PUBLIC for Washington
My Commission Expires: _____

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 this instrument and acknowledged it as the _____ of LaCamas Heritage Properties, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

NOTARY PUBLIC for Washington
My Commission Expires: _____

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 this instrument and acknowledged it as the _____ of SunCal Acquisitions, LLC, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

NOTARY PUBLIC for Washington
My Commission Expires: _____