

After recording, return to:

Steve Morasch
Landerholm P.S.
P.O. Box 1086
Vancouver, WA 98666

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 Municipal Corporation (hereinafter referred to as the “City”) and ICG CAMAS 252ND LLC (owns APN 178175000) and HSR DEV - MILLS LLC (owns APN 177885000) (hereinafter referred to collectively as the “North Shore Developer”); and CAMAS WOODS LLC (owns APN 178140000) and HSR Camas Woods P2 LLC (owns APN 178159000, APN 178169000, and APN 178108000) (hereinafter referred to collectively as the “Camas Woods Developer”). The North Shore Developer and the Camas Woods Developer are referred to individually as a Developer and collectively as the “Developers”. The City, North Shore Developer and Camas Woods Developer are collectively referred to as “Parties”.

RECITALS

WHEREAS, North Shore Developer owns or controls certain real property that is located within the City’s municipal boundary with the following tax identification numbers: 178175000 and 177885000 and that is more particularly described in **Exhibit A-1** and incorporated by reference herein (together, the “North Shore Property”);

WHEREAS, Camas Woods Developer owns or controls certain real property that is located within the City’s municipal boundary with the following tax identification numbers: APN 178140000, APN 178159000, APN 178169000, and APN 178108000 and that is more particularly described in **Exhibit A-2** and incorporated by reference herein (together, the “Camas Woods Property”);

WHEREAS, the North Shore Property and the Camas Woods Property are referred to individually as a “Property” and collectively as the “Properties;”

WHEREAS, the City and the Developers recognize this area will develop with multiple uses and wish to provide predictability about the development standards that will apply to the Properties 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 Properties 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**, as applicable to the North Shore Property and RCW 36.70B.170(3); and CMC 18.55.340 as applicable to the Properties; and,

WHEREAS, the City will be making necessary updates to its Capital Facilities Plan (CFP) and Transportation Improvement Project (TIP) list, of which North Shore Boulevard and SR 500 are transportation corridors of regional importance; and,

WHEREAS, Developer has agreed to place the road alignment for the North Shore Developer's responsible portion of Northshore Boulevard at the City's preferred location and the SR 500 and Everett Drive roundabout 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 Properties 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 currently in effect and land use approvals affecting the Properties 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 Developers 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 a 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. Each of the Developers and Developers' successors shall further indemnify and hold harmless the City from any and all liability stemming from their development, 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 a Developers or the Developer's 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 stemming from their development 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 the Developer or Developer's successors of their duties for indemnification of the City. Within ten (10) days of such notice, the 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 Developers 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 North Shore Property. The Master Plan provides for a variety of housing types and lot sizes, as well as commercial development in a mixed use environment. 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 North Shore 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 for the North Shore Property to be accomplished as part of the Agreement for as many of the North Shore 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 North Shore 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 has not been previously identified or analyzed as required under the State Environmental Policy Act.

Section 4.2 Phasing.

- 4.2.1 Description of Phasing.** The Parties agree that site development of the North Shore Property 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 single-family residential, multi-family residential, commercial retail and mixed-use lands. The Parties agree that the initial phase of the Subdivision (Phase 1) will include townhouses and single-family detached residences along with improvements to the county roads (NE 252nd Ave and NE 3rd St), construction of the off-site utilities and path down to Leadbetter Road, clearing and mass grading of the full site, and necessary stormwater facilities for the phase. Phase 2 will include multi-family residential and mixed-use (ground floor commercial with residential above). Phase 3 will include the commercial zone, with the allowed residential units above the ground floor commercial. Phase 4 will include a combination of multi-family residential, mixed use (ground floor commercial with residential above), commercial, and permanent stormwater facilities. Phase 5 will include single-family detached residences, and permanent stormwater facilities. Phase 6 will include that section of North Shore Boulevard located northwest of the roundabout at the N 56th Ave intersection to allow for greater roadway alignment flexibility for eventual continuation of North Shore Boulevard to the North allowing for the city to determine the best location of intersection alignment. Each phase will construct the respective frontage of North Shore Boulevard as depicted in the attached exhibit. After Phase 1 is complete, the order in which the following phases are constructed could be adjusted provided that access and utilities are included to serve the respective phase. Phasing for the Camas Woods Property is described in the approved preliminary plat for the Camas Woods Subdivision (SUB24-1002).
- 4.2.2 Boundaries of the phases may be adjusted with approval.** The City also agrees to allow the boundaries of individual phases to be adjusted through final engineering review upon approval of the City Engineer.
- 4.2.3 Timing for Final Plats.** Developers shall have until the expiration of the Agreement to record any Final Plat for their respective Properties, subject to the City's preliminary plat procedures. The Developers may also record final plats for the

individual phases without the completion of all required infrastructure improvements, provided that the Developer submits a subdivision improvement bond or other financial security and all relevant improvements are engineered, pursuant to CMC 17.21.

Section 4.3 Transportation. Kittelson and Associates, Inc. (North Shore 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 North Shore 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 North Shore Property at full development will increase the existing number of vehicle trips on the transportation system by 125 net new weekday AM peak hour, 157 net new weekday PM peak hour and 1,831 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 North Shore 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 North Shore Developer's obligation to construct critical links and intersections depicted in Exhibit B shall be limited to North Shore Developer's construction of North Shore Developer's proportional share of extending Northshore Boulevard and providing right of way dedication to 3rd Street and 252nd Avenue.

The North Shore Property shall be vested during the term of this Agreement with 157 net new weekday PM peak hour, 125 net new weekday AM peak hour and 1,831 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 North Shore 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 North Shore 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. North Shore 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 North Shore Developer also acknowledge that there will be no offsite intersection improvements needed at NE 28th Street and NW 232nd Avenue in accordance with the Kittelson transportation impact analysis because this development

sends less than 5 trips to that intersection. No mitigation shall be required for the SR 500 (NE Everett Street) and NE 14th Avenue because this development does not send any trips to the eastbound approach during the evening peak hour.

The Camas Woods Property shall be vested for the number of trips described in the approved preliminary plat for the Camas Woods Subdivision (SUB24-1002).

Section 4.4 Specific Design Standards.

4.4.1 Streetscape. North Shore Developer has incorporated into its Master Plan streetscape standards for primary streets within the North Shore 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, including the following:

- 1) There shall be no parking lane on either side of North Shore Boulevard abutting residential uses. The right-of-way for North Shore Boulevard shall be reduced from 80 feet to 68 feet abutting residential uses where parking lanes are not provided.
- 2) North of the intersection with N 56th Ave, the sidewalks along North Shore Boulevard shall be attached to the bicycle lane and the 5-foot planter strip shall be located between the back of the sidewalk and property line.
- 3) The minimum centerline radius of North Shore Boulevard shall be reduced to 200' or less near the intersection with N 56th Ave to accommodate the roundabout.
- 4) There shall be no public utility easement along the east side of North Shore Boulevard adjacent to Tract B.
- 5) Any parking lanes provided along North Shore Boulevard adjacent to the commercial or mixed-use zones shall count towards meeting the commercial parking requirements, at the rate of one parking space per 20 lineal feet of parking lane. Parking space striping to be included with final engineering design.
- 6) A reduction in the 660' minimum access spacing per the Camas engineering design standard shall be allowed to accommodate a driveway onto North Shore Boulevard for the multi-family and mixed-use site plan in Phase 2 (proposed lots 109 and 110).
- 7) The design speed for North Shore Boulevard shall be 25 MPH for the entire road section within the Property.

- 8) The 300-foot minimum driveway setback from arterial roadways set forth in Table 3 of the Camas design shall be reduced to 200 feet from the North Shore Boulevard intersection with N 56th Ave.

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 City and the North Shore Developer.

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

4.4.3 Development of Commercial Lands. The development of the commercial lands within the North Shore 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 City and North Shore Developer.

4.4.4 Public Art. North Shore Developer agrees to dedicate land for a permanent public art installation in the general location depicted in the Master Plan, which shall be publicly visible and accessible and shall be generally as described in the Master Plan.

4.4.5 Early Grading. The North Shore Developer shall be allowed to submit an application for an early clearing and grading permit for review and approval prior to the submittal of the first phase of final engineering to allow early tree and vegetation removal, grading and rock blasting. Erosion control BMP's will be included in and maintained throughout the early clearing and grading permit activities.

Section 4.5 Stormwater. The North Shore Property will send most of its stormwater runoff via controlled, piped conveyance following water quality treatment through the easement described in Section 4.6.2 for direct discharge into Lacamas Lake. The remainder of the stormwater runoff will be managed on-site meeting City of Camas and WA Department of Ecology standards for discharge towards wetlands that ultimately drain towards Lacamas Lake.

Section 4.6 City Easements.

4.6.1 Temporary Grading Easement on City Parcel. The City Parcel south of the North Shore Property has a rolling and hummocky topography. Several of the hummocks are located on the property line between the City Parcel and North Shore Property. The varied topography along the property lines will result in cut and fill slopes to enable flatter areas to be graded onsite. Therefore, the Parties agree that it is mutually beneficial for the City to grant North Shore Developer temporary grading easements ("TGE") to resolve the aforementioned topographical challenges that are present on the common property line between the City Parcel and the North Shore Property. The

TGEs will allow beneficial grading to occur on both parcels to the mutual benefit of the Parties, as well as allow North Shore Boulevard to be developed adjacent to the City Parcel. The TGEs will include appropriate erosion control methods to be implemented in conjunction with grading. Permanent reforestation plantings consistent with forestry industry standards of +/-250 seedlings per acre of Douglas-fir or approved alternative evergreen conifers will be established concurrent with erosion control establishment. Standard maintenance and warranty bond for plant establishment and survival will be documented and approved by the City prior to grading acceptance. The legal description for the TGEs are attached as **Exhibit D & E**.

4.6.2 Permanent Easement. The City shall grant a perpetual non-exclusive easement over the property described in **Exhibit F** to provide access to Leadbetter Road for emergency services, utilities, stormwater and pedestrian access benefitting the North Shore Property.

4.6.3 North Shore Boulevard Easement. The City shall provide an appropriate easement over the property described in **Exhibit G** to allow the construction of North Shore Boulevard as shown in the Master Plan.

Section 4.7 City to Reimburse Developer for Upsizing Onsite Water Trunk Lines.

4.7.1 *Temporary Water Service from Leadbetter Road*

A temporary water main connection from Leadbetter Road to the North Shore Property may be required to provide interim water service to the Property prior to construction of the permanent water transmission main within North Shore Boulevard identified in the City's Water System Plan ("WSP"), incorporated herein by reference.

Any temporary water main installed to serve the Property shall be sized and constructed by the North Shore Developer at its sole cost and expense and shall not be eligible for reimbursement or System Development Charge ("SDC") credits from the City. The Developer acknowledges that this temporary line is intended only to provide interim service until the permanent water transmission main within North Shore Boulevard is constructed and connected.

4.7.2 *Permanent North Shore Boulevard Water Transmission Main*

The City's WSP identifies a future water transmission main along the North Shore Boulevard corridor. The City requires construction of a 24-inch water transmission main along the full stretch of North Shore Boulevard as part of the ultimate water system improvements.

To the extent the City requires installation of a larger diameter main than would otherwise be necessary to serve the development, the City agrees that the Developer shall be eligible for SDC credits for the verified incremental cost associated with

upsizing the permanent water main to the 24-inch diameter required by the City.

SDC credits shall be calculated based on the documented difference between the cost of the water main required to serve the development and the cost of the upsized 24-inch transmission main, and shall be issued upon completion and acceptance of the improvements by the City.

4.7.3 *Everett Street Water Transmission Main*

Two sections of water main line are identified within the City's WSP as being located on the Camas Woods Property: (1) the portion of 24" water main "PS-02" that fronts Camas Woods and goes through the roundabout and (2) the portion of 12" water main "D-08" that extends from the 24" in the roundabout, north to 8th Street (future N 50th Avenue). The City agrees that Camas Woods Developer shall be reimbursed the full and verified cost of these improvements through SDC credits issued by the City, at the time improvements are accepted by City inspector.

Section 4.8 Impact Fee Credits and Reimbursement; Latecomers Agreements. Developers or successor in interest to either of the Properties, 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 for such Property. The Parties agree that the City shall include updated cost estimates for the roundabout at SR 500 and Everett Drive, the roundabout at North Shore Boulevard and N 56th Ave, and North Shore Developer's design of its proportional share of North Shore Boulevard (as depicted in the Master Plan) within the City's Transportation System Plan ("TSP") and that Camas Woods Developer shall be eligible for all available impact fee credits upon completion of the SR 500 and Everett Drive roundabout and North Shore Developer will be eligible for all available impact fee credits upon completion of the roundabout at North Shore Boulevard and N 56th Ave, and Developer's proportional share of North Shore Boulevard.

4.8.1 The City shall defer payment of all traffic impact fees on each of the Properties until the City has issued all eligible traffic impact fee credits to which such Developer is entitled pursuant to this Agreement.

4.8.2 If the City does not incorporate the roundabout at North Shore Boulevard and N 56th Ave into the TSP updates, then the roundabout would not be required to be constructed. An alternative intersection control type could be constructed at this intersection, adhering to appropriate engineering standards. North Shore Developer would be eligible for all available impact fee credits upon completion of this intersection commensurate with the Developer's proportional share of North Shore Boulevard.

4.8.3 In addition to SDC credits or reimbursement for the water mains described in Section 4.7, Developers shall be entitled to any impact fee or SDC credits allowable under City code for any upsizing of water, sewer or stormwater

facilities of their Property.

- 4.8.4 In addition to impact fee or SDC credits described in Section 4.8.3, above, Developers shall be entitled to apply to the City for a latecomer's agreement for any oversizing of sewer, water or stormwater facilities constructed for their Property that benefits other properties.

Section 4.9 Dedication and Management of Public Amenities. Developer will dedicate and convey ownership to the City of Tract A located north of the North Shore Boulevard and 56th Avenue roundabout as shown on the Master Plan's open space sheet and consistent with the phasing depicted in the Master Plan. All other tracts within the Master Plan to be owned and maintained by the Home Owners Association (HOA).

Section 4.10 Land Use Designations. The City and North Shore Developer agree that the North Shore 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 North Shore 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 North Shore Property conflict, the uses set forth in the Master Plan's Design Guidelines shall control. The Camas Woods Property shall be developed per the approved preliminary plat for the Camas Woods Subdivision (SUB24-1002) unless the Camas Woods Developer applies for and obtains approval from the City for any modifications or revisions to the approved preliminary plat.

- 4.10.1 Since the North Shore Property is split zoned and the North Shore Subarea Plan allows flexibility, the density shall be calculated for the North Shore Property as a whole based on the area of each individual zone but the density may be allocated to any portion of the Property. For avoidance of doubt, higher density may be allowed in the North Shore Lower Density Residential (LD-NS) zone, as long as the overall density for the North Shore Property as a whole is within allowable limits.
- 4.10.2 Residential dwelling units shall be allowed over the ground floor commercial use in the North Shore Commercial (C-NS) zone of the North Shore Property. Ground floor residential uses shall be limited to an entry lobby.

Section 5. Process. The preliminary plat for Camas Woods Property has been approved in the Camas Woods Subdivision (SUB24-1002). Subsequent to the approval of this Agreement, the City and North Shore Developer agree that subdivision and future development of the North Shore 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 North Shore 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 a 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. However, no party may initiate litigation without first providing the other party notice of the matter in dispute and a reasonable opportunity to cure the matter. It is understood that the North Shore Developer is responsible only for matters pertaining to the North Shore Property and the Camas Woods Developer is responsible only for matters pertaining to the Camas Woods Property.

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 Developers, the City, and their respective heirs, successors and assigns. Only Developers 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 described in Exhibit A-1 and A-2 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 affected by the amendment 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 either of the 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:

HSR DEV - MILLS LLC
ICG CAMAS 252ND LLC
CAMAS WOODS LLC
HSR CAMAS WOODS P2 LLC

And to its Attorney:
Steve C. Morasch
Landerholm P.S.
stevem@landerholm.com
P.O. Box 1086
Vancouver, WA 98666

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

By _____

Its _____

ICG CAMAS 252ND LLC,
a Washington Limited Liability Company

By _____

Its _____

HSR DEV - MILLS LLC,
a Washington Limited Liability Company

By _____

Its _____

CAMAS WOODS LLC,
a Washington Limited Liability Company

By _____

Its _____

HSR CAMAS WOODS P2 LLC,
a Washington Limited Liability Company

By _____

Its _____

