

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Attn: James D. Howsley
1499 S.E. Tech Center Place, Suite 380
Vancouver, WA 98683

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): Rominger Homeplace LLC, a Washington limited liability company

GRANTEE: Clark County, a Washington municipal corporation

ABBREVIATED LEGAL DESC: #30 OF SEC 15 T3NR1EWM 19.55A
#34 OF SEC 15 T3NR1EWM 18.50A
#36 OF SEC 15 T3NR1EWM 0.59A

FULL LEGAL DESC: See **EXHIBIT A** to This Document

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): ;

REFERENCE NUMBER OF
RELATED DOCUMENTS: None

DEVELOPMENT AGREEMENT

Effective Date: _____

PARTIES:

Rominger Homeplace, LLC, a Washington limited liability company ("Grantor") holds interest in APNs 182170000, 182164000 and 182168000 ("Property"), which together total 38.64 acres located on the east side of NW 11th Ave just south of NW 179th St in Clark County, Washington. The legal description for these parcels is attached as EXHIBIT A. Clark County is a Washington municipal corporation (the "County"), and is responsible for land use planning and permitting pursuant to the Growth Management Act. Developer and the County are collectively referred to as the Parties.

RECITALS:

WHEREAS, Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and amended by Ordinance No. 2018-01-1 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon; and

WHEREAS, the Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"); and

WHEREAS the Connecting Washington transportation funding package approved by the 2016 Washington Legislature provides money for the reconstruction of the Interstate 5/179th Interchange, requiring that certain off interchange transportation improvements be made to support the urbanization and capacity expansion of this interchange; and

WHEREAS, the 179th Street Corridor comprises an sub-area lacking in and requiring said transportation improvements; and

WHEREAS, certain owners and developers of properties within the 179th Street Corridor ("179th Street Developers"), as depicted and identified in the attached **Exhibit** __, have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and promote economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed; and

WHEREAS, the County finds that approval of those development agreements and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection improvements, thereby improving economic development within the area and larger region; and

WHEREAS, the Comprehensive Plan and Clark County Code ("CCC") 40.560.010 provides that the UH Overlay may be removed for appropriate areas sufficient in size that the

County can collect transportation related data, analyze the cumulative transportation impacts and address mitigation to those impact, and that the County must determine that the completion of localize critical links and intersection improvements are reasonably funded as shown on the county's 6-Year Transportation Improvement Plan or through a development agreement; and

WHEREAS, CCC 40.560.010(K) provides that UH Overlay changes that are consistent with the comprehensive plan map designation are processes through a Type IV process initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan; and

WHEREAS, the County has determined that the lack of transportation links and improvements within the 179th Corridor has created an emergency concerning the health, safety, and welfare of the public and economic development, because of the inadequate transportation facilities in the area and limited development opportunities accordingly; and

WHEREAS, pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development and use of the development of the real property during the specified term of the agreement; and

WHEREAS, the County has determined that the proposed mitigation contained within this agreement satisfies the concurrence for this project and therefore urban holding will be lifted on this property; and

WHEREAS, the Developer has also proposed a concept plan show on Exhibit ____ which shows a proposed public trail connection; and

WHEREAS, the Parties desire to plan for the development of the Property with a unique and innovative design and a wide range of residential densities, advance funding for transportation improvements, and predictable infrastructure and regulations; and

WHEREAS, the Parties desire environmental review to occur prior to development of the Property, including analysis of transportation impacts, recognizing that the State Environmental Policy Act, Ch. 43.21C RCW ("SEPA"), encourages advanced environmental review and discourages piecemeal review; and

WHEREAS, the Parties recognize that the development of the Property may take as long as ten years to fully build out and that there is a need and desire for long-term predictability for the development; and

WHEREAS, the Parties wish to establish predictability and define the plans for development of the Property under the terms and conditions of this Agreement and the Master Plan.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Development Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210. It will become a contract between the Parties upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170 and execution by the Parties.

Section 2. Term of Agreement. This Development Agreement will commence on the effective date and will remain in effect for ten (10) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Conceptual Plan.

3.1 Purpose. The Conceptual Plan, attached hereto as Exhibit __, provides for design mitigation in relation to additional pedestrian connections for ease of use for public transportation and additional consideration of trail design within the project.

Section 4. Effect on Fees or Charges. As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement. Provided, however, that the vesting granted by this Agreement will not apply to impact fees, taxes, permit application fees, or utility connection charges, which will be determined or calculated consistent with the County's provisions applicable on the date such fee, charge, or tax is triggered. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

Section 5. Environmental Review.

5.1 Early and Non-Segmented Review. Pursuant to 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, the traffic study, GIS data as to the general presence of wetlands on portions of the Property, and off-site stormwater impacts. This review is done under the consolidated review process under SEPA. It is the intent of this Agreement and the SEPA review process to have the County issue a threshold determination on the identified conceptually proposed impacts of the development of the Property.

5.2 Future Impacts. Uses and impacts that are identified at future stages of the development, such as preliminary plat approval or PUD approval, that have been previously analyzed through this or other SEPA processes, will not be re-analyzed; provided that the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Any probable significant adverse environmental impacts of the Property's future proposed development that have not been analyzed under the SEPA process attendant with this Agreement or previously through some other lawful SEPA process, will be undertaken at the time of such future development.

Section 6. Traffic.

6.1 Traffic Study. Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study. Based upon the conceptual set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 325 trips.

6.2 Anticipated Impacts. Based upon Kittelson's and the county's analysis, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for Exhibit [REDACTED], which is attached hereto and incorporated herein. The Property will be vested during the term of this Agreement with 325 PM peak hour and [REDACTED] average daily trips and no additional off-site transportation mitigation or analysis will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Wollam proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips analyzed as part of this Agreement, then the County may require additional transportation analysis and lawful mitigation for those increased trips. The transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit [REDACTED]. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Wollam or successor in interest to the Property, upon construction of such qualifying transportation improvement, will receive Transportation Impact Fee Credits but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and Transportation Impact Fee programs.

6.3 Traffic Impact Fees; Advance Payment. To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Master Plan, Wollam agrees to accelerate the manner in which Wollam or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Wollam has attached a proposed schedule of payments with critical benchmark dates associated with each as Exhibit ____.

Section 7. Threat to Public Health. Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzed as required under SEPA.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon recording, which will occur within thirty (30) days of City Council approval by Resolution, or the terms herein will be null and void.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Clark County Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of City and Developer are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Clark County Auditor.

Public Hearing. The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

Dispute Resolution. Should a disagreement arise between the Parties, 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 a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its

bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Inconsistencies. If any provisions of the Camas Municipal Code and land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail, excepting the County's reserved authority described above.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter.

Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

County: Attn. Shawn Hennessee, County Manager
PO Box 5000
Vancouver, WA 98666-5000

With a copy to: Christine Cook
Deputy County Prosecuting Attorney
1013 Franklin Street
Vancouver, WA 98660

Grantor/Owner: Rominger Homeplace, LLC
12112 NW 31st Ave
Vancouver, WA 98665

Developer: Terry Wollam, Jr.
7700 NE Greenwood Dr, Ste 100
Vancouver, WA 98662

With a copy to: Jordan Ramis, PC
Attn: James D. Howsley
1499 SE Tech Center Place, Suite 380
Vancouver, WA 98683

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

Rominger Homeplace, LLC

By:
Its: _____

Date

Terry Wollam, Jr.

By:
Its: _____

Date

Clark County

By:
Its: _____

Date

DRAFT

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 _____ (title) of _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2018.

Signature
My Commission Expires:

(Seal or stamp)

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 _____ (title) of _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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Signature
My Commission Expires:

(Seal or stamp)

Approved as to form:

City Attorney

EXHIBIT INDEX

EXHIBIT A – LEGAL DESCRIPTIONS

EXHIBIT B – TITLE

EXHIBIT C – TITLE

DRAFT

EXHIBIT A

Legal Description

DRAFT

EXHIBIT B

Title

DRAFT

EXHIBIT C

Title

DRAFT

Exhibit ____

Planning Event	Date		Dollar Amount \$536 Per ADT appx. \$5360 per lot	Dollar Amount Remaining \$6.8 Million
DA Execution	June 15, 2019			
Pre-Application Filed for Subdivision and/or PRD	October 1, 2019	Wollam 325 @ all 3 phases Hinton 129 Holt 200-Phase 1A and 1B Total 654 Lots		
Pre-Application for Site Plan and/or subdivision for KP				
Preliminary Plat Approval	June 15, 2020	654	654 Lots @ 50% of \$5360 Due at P-Plat = \$1,752,720	\$5,047,280
Preliminary Site Plan and/or subdivision approval for KP ??				

Exhibit ____

Final Plat recording Hinton All Wollam Phase 1 Holt Phase 1A Final Site Plan and/or plat for KP??????	November 1, 2020	Hinton 129 Wollam 125 Holt 150	404 Lots @50% of \$5360 Due at Final = \$1,082,720	\$3,964,560
Pre-application for Holt Phase 2 Pre-application for KP Phase 2 ????????	October 1, 2021	Holt 150 Lots		
Final Plat recording Wollam Phase 2 And Holt Phase 1B	November 1, 2021	Wollam 100 Lots Holt 50 lots	150 Lots @50% \$5360 Due at Final = \$402,000	\$3,562,560
Preliminary Plat Approval Holt Phase 2 Preliminary Site Plan/Plat for KP??????	June 15, 2022	Holt 150 Lots	150 Lots @50% \$5360 Due at Preliminary Plat = \$402,000	\$3,160,560

Exhibit ____

Final Plat Wollam Phase 3 Holt Phase 2 Final Site Plan/Plat for KP????????	November 1, 2022	Wollam 100 Holt 100	200 Lots @50% \$5360 Due at Final = \$536,000	\$2,624,560
Pre-Application for Holt Phase 3 Pre-Application for KP Phase 3???????	October 1, 2023	Holt 100 lots		
Preliminary Plat approval Holt Phase 3 Preliminary Site Plan/Plat KP Phase 3????????	June 15, 2024	100 lots	100 lots @50% \$5360+ \$268,000	\$2,088,560
Final Plat for Holt Phase 3 Final Site Plan/Plat for KP Phase 3????????	November 1, 2024	150 lots	\$268,000	\$1,820,560
Pre application Holt Phase 4 Pre-Application for Plan/Plat for	October 1, 2024	91 Lots for Holt Phase 4		

Exhibit ____

KP Phase 4 ?????				
Preliminary Plat Approval Holt Phase 4 Preliminary Site Plan or Plat for KP Phase 4??????	June 15, 2025	91 Lots	91 lots @50% 5360= \$243,880	\$1,577,560
Final Plat Holt Phase 4 Final Site Plan/Plat for KP Phase 4???????	November 1, 2025	91 Lots	\$243,000	\$1,334,560