

When Recorded, Return to:

Randall B. Printz  
Landerholm, Memovich, Lansverk  
& Whitesides, P.S.  
P.O. Box 1086  
Vancouver, WA 98666-1086

Parcels: 126254-000, 126253-000, 126246-000, 126248-000  
125668-000, 126245-000, 126257-000, 126243-000, 126252-000  
177451-000, 177451-005, 177451-010, 177489-000, 177437-010  
177437-015, 177439-000, 177472-000, 177472-005, 177480-002  
986028984, 986028843, 986028844, and 986028845  
NE & SE ¼ Sec. 5, T1N, R3E, W.M.  
Project: Fisher Creek Campus

Above Space for Recording Information Only

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by Clark County, ("County,"), and Rock Lake Ranch Inc. #650 ("RLR"), collectively referred to as the "Parties";

### RECITALS

**WHEREAS**, RLR owns certain real property which is located in Clark County, Washington. The property's serial number is 154538000 and the real property is more fully described in the attached Exhibit "A" which is incorporated by reference herein ("RLR Property"); and,

**WHEREAS**, in 1992 a covenant (the "Covenant" recorded under Clark County Auditor's # 9204210293) was entered into between the County and the owner of the RLR property, to provide, among other things, that 10 acres of the RLR Property was to be provided to the County for storm water; and,

**WHEREAS**, since 1992, approximately seven acres of storm water facilities were constructed on the RLR property to serve subdivisions from the Pebble Creek Farms subdivisions to the north. ; and,

**WHEREAS**, considerable development around the RLR property has taken place over the last 25 years substantially limiting the County's need for additional public storm water facilities in this area ; and,

**WHEREAS**, much, if not all of the existing storm water that flows into the RLR property today does not meet current regulatory standards for the treatment or detention of storm water; and,

**WHEREAS**, the County would like the storm water currently flowing on to the RLR property from old subdivisions, as well as, any additional storm water that might be able to be conveyed to the RLR Property, utilizing the existing pipe and conveyance structures currently in place within the basin that could reasonably send storm water to the RLR property, to be brought up to current regulatory standards for treatment and detention; and,

**WHEREAS**, the cost of upgrading the treatment and detention for these older subdivisions is in excess of the value of three acres of land in this location; and,

**WHEREAS**, the County will release the Covenant on the RLR Property in exchange for RLR's construction, ownership and maintenance of a new storm water facility (which will replace and relocate the existing storm water facilities) that will allow for all of the storm water currently entering the RLR Property from other subdivisions and any additional storm water that might be able to be conveyed to the RLR Property (the "RLR Storm Water Facilities"), utilizing the existing pipe and conveyance structures currently in place within the basin that could reasonably send storm water to the RLR property, to be brought up to current Clark County standards for treatment and detention; and,

**WHEREAS**, the County's release of the Covenant shall occur upon the construction of RLR Storm Water Facilities and acceptance of the construction by the County; and,

**WHEREAS**, the County, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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 which 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 is 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; and,

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement**

This Amendment is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.21. It shall become a contract between the County and RLR upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and execution of the Agreement by all Parties.



**Section 2. Effective Date and Duration of Agreement**

This Agreement shall take effect immediately upon its adoption by the County Council and execution by all parties and shall terminate on 12/31/2022, provided that any time periods specified in this Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the Amendment..

**Section 3. Permitting and Design Work**

Within 18 months of the effective date of this Agreement, RLR shall cause to be submitted to the County, engineering plans for the construction of the RLR Storm Water Facilities; and such plans will be appropriately reviewed by the County within a reasonable time.

**Section 4. Construction of RLR Storm Water Facilities**

Prior to 12/31/2023, RLR shall complete construction of the RLR Storm Water Facilities, consistent with the engineering plans approved by the County. RLR, and or the owners of the lots served by the storm water facility shall own the facility and be responsible for its maintenance.

**Section 5. Release of the Covenant**

Upon the County's approval of the RLR Storm Water Facilities, the County shall record in the records of Clark County a satisfaction and release of the Covenant.

**Section 6. Venue**

This Amendment 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 7. Entire Agreement/Modifications**

This Amendment constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further effect, unless expressly provided for in this Amendment. This Amendment cannot be amended or modified without a writing signed by all of the Parties hereto.

**Section 8. Captions**

The captions contained in this Amendment were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Amendment or the intentions of the Parties.

**Section 9. Waiver**

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 10. Severability**

If any portion of this Amendment shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 11. Inconsistencies**

If any provisions of the Clark County Code are deemed inconsistent with the provisions of this Amendment, the provisions of this Amendment shall prevail.

**Section 12. Binding on Successors and Recording.**

This Amendment shall run with the land and be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

**Section 13. Recitals.**

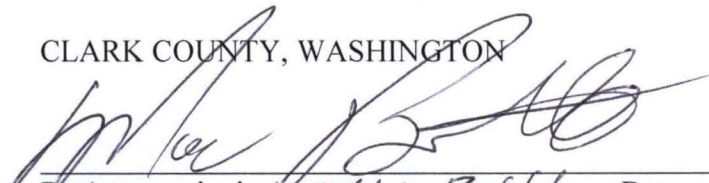
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

**Section 14. Amendments.**

This Amendment may only be amended by mutual agreement of the parties.

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

CLARK COUNTY, WASHINGTON

  
By (person signing) MADC Becht Date 8-29-17  
Title CMR



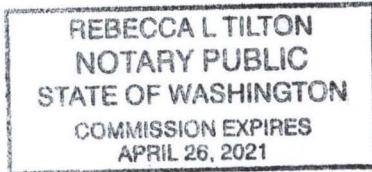
HOLT HOMES , LLC

By (person signing) \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF WASHINGTON )  
County of Clark ) ss.

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

DATED: August 29, 2017.



Rebecca L. Tilton  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 4/26/2021

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 signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of HOLT HOMES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2017.

\_\_\_\_\_