

Return Address:

City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

## AGREEMENT

Grantor: Bryan Anderson  
Grantee: City of Camas, a Washington municipal corporation  
Legal desc. (abbrev): Hillside Terrace II Lot 23 & #80 of WP Smith DLC  
Assessor's Tax Parcel ID No.: 083779-066 & 083066-000

AN AGREEMENT made this day by and between the CITY OF CAMAS, a Washington municipal corporation, hereinafter referred to as "City", and BRYAN ANDERSON, hereinafter referred to as "Developer". Each of City and Developer is hereinafter referred to as a "Party" and collectively as the "Parties".

## RECITALS

- A. Developer is acting as an agent of JG & Company, owner of Lot 23, of Hillside Terrace II Plat, Camas, Washington, and Lot 80 of WP Smith DLC, tax assessor number 83066000, Camas, Washington. Developer and JG & Company have entered into escrow for the sale of said properties adjacent to NW Utah Street, as shown as "adjusted lot 80" on the attached Exhibit "A".
- B. City has a publicly owned 18" diameter concrete storm drain crossing Lot 23, Hillside Terrace II, tax assessor number 83779066, which exists without an identifiable easement over the parcel which is held in escrow by Developer.
- C. Developer is requesting City to vacate a portion of NW Utah Street, located north of NW 6<sup>th</sup> Street, hereinafter referred to as "street vacation", valued by the City as up to 100% of the full property value.
- D. Sylvia Kandel, the property owner of 2229 NW 6<sup>th</sup> Place, Camas, Washington, more particularly described as tax assessor number 83067010, located adjacent to the west line of the street vacation, has released her interest in the future vacated portion of said street per attached Exhibit B.
- E. Developer is also requesting City to approve a boundary line adjustment affecting Lot 23, Hillside Terrace II; Lot 80 of WP Smith DLC tax assessor number 83066000; as well as the proposed street vacation.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. IMPROVEMENTS/EASEMENTS

1.1 Developer will construct in the vacated portion of NW Utah Street, subject to review and acceptance by City, a grass-lined swale having a two-foot (2') rocked bottom width, 2 horizontal to 1 vertical side slopes, a depth of 2 feet, or as determined feasible by a geotechnical engineer, with a rip rapped area at the point of discharge into the grass-lined swale.

1.2 Developer will provide an easement fifteen feet (15') in width, centered over the aforementioned storm water grass-lined swale, a distance of 110 feet, more or less, as per the attached Exhibit \_\_.

1.3 Developer will deed to City an easement centered over the existing 18 inch diameter concrete storm water pipe that crosses Lot 23, fifteen feet (15') in width for the entire length of Lot 23, a distance of one hundred fifteen feet (115') more or less, and containing 1,725 square feet, more or less, as per the attached Exhibit \_\_.

Section 2. INSTALLATION. Developer shall be responsible for furnishing all materials, labor, and equipment as may be necessary to install the improvements. All work shall be accomplished in accordance with City's normal standards and requirements. Inspections and final approval shall be by City. Developer will obtain final approval for the improvements prior to applying for a building permit on Lot 80 of WP Smith DLC, tax assessor number 83066000 and Lot 23 Hillside Terrace II Plat, tax assessor number 083779-0666.

Section 3. COST. Developer shall pay all material, labor, equipment, and other costs associated with the installation of the improvements within the vacated portion of NW Utah Street, with a value estimated as follows:

Description	Amount	Unit Cost	Total Cost
Heavy Equipment	8 hrs	\$200/hr	\$1,600
Rock	20CY	\$65/CY	\$1,300
Grass Seed	20lbs	\$2.50/lb	\$ 50
Fill Soil	30CY	\$200/CY	<u>\$ 600</u>
			\$3,550

Section 4. STREET VACATION. The street vacation shall be reviewed and processed by City per the provisions of the Camas Municipal Code and RCW 35.79. In the event said street vacation is approved there shall be imposed no additional charges beyond normal application fees and publishing costs, to be paid by Developer.

Section 5. VALUES/DUTIES OF DEVELOPER

5.1 The value of the approximately 45-foot wide by 51.73 feet average depth street vacation is based upon an area of 2,328 square feet, more or less, at a value of one hundred percent 100% of the full market rate of \$2.43 per square foot, for City total of \$5,657. With the preservation of a 15-foot wide storm water easement across the property, the value of this portion of the vacation is reduced by approximately 50%. With an area of approximately 776 square feet, the reduction is \$943, bringing the estimated net value of the vacated area to \$4,714.

5.2 The value of the fifteen foot (15') wide easement granted by Developer across Lot 23, Hillside Terrace II is based upon an area of 1,725 square feet, more or less, at a value of fifty percent

(50%) of the full purchase price for said Lot 23 of \$2.43 per square foot, for a total easement value of \$2,095.

5.3 Subject to final approval of the street vacation and further subject to final City approval, Developer shall record the easements for the existing storm drain on Lot 23 of Hillside Terrace II and the boundary line adjustment (BLA).

5.4 Subject to final approval of the street vacation and further subject to final City approval, Developer shall install the proposed drainage improvements over the portion of Utah Street to be vacated. The easement for said improvements along with the access egress easement for Sylvia Kandel, property owner of 2229 NW 6<sup>th</sup> Place, Camas, WA, will be included and memorialized in the legal description of the vacation ordinance.

Section 6. (reserved)

Section 7. MISCELLANEOUS

7.1 Assignability of Agreement. Upon consent of the other Party, this Agreement shall be fully assignable, in whole or in part, by either Party and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

7.2 Defaults.

7.2.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within thirty (30) days after the other Party has given written notice specifying the breach shall constitute a default by a Party. If the breach is of such a nature that it cannot reasonably be cured within such thirty-day period, the cure period shall be extended to such amount of time as is reasonable but only if the breaching Party promptly commences, and thereafter diligently prosecutes, such cure.

7.2.2 The exercise by either Party of any one or more of such remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

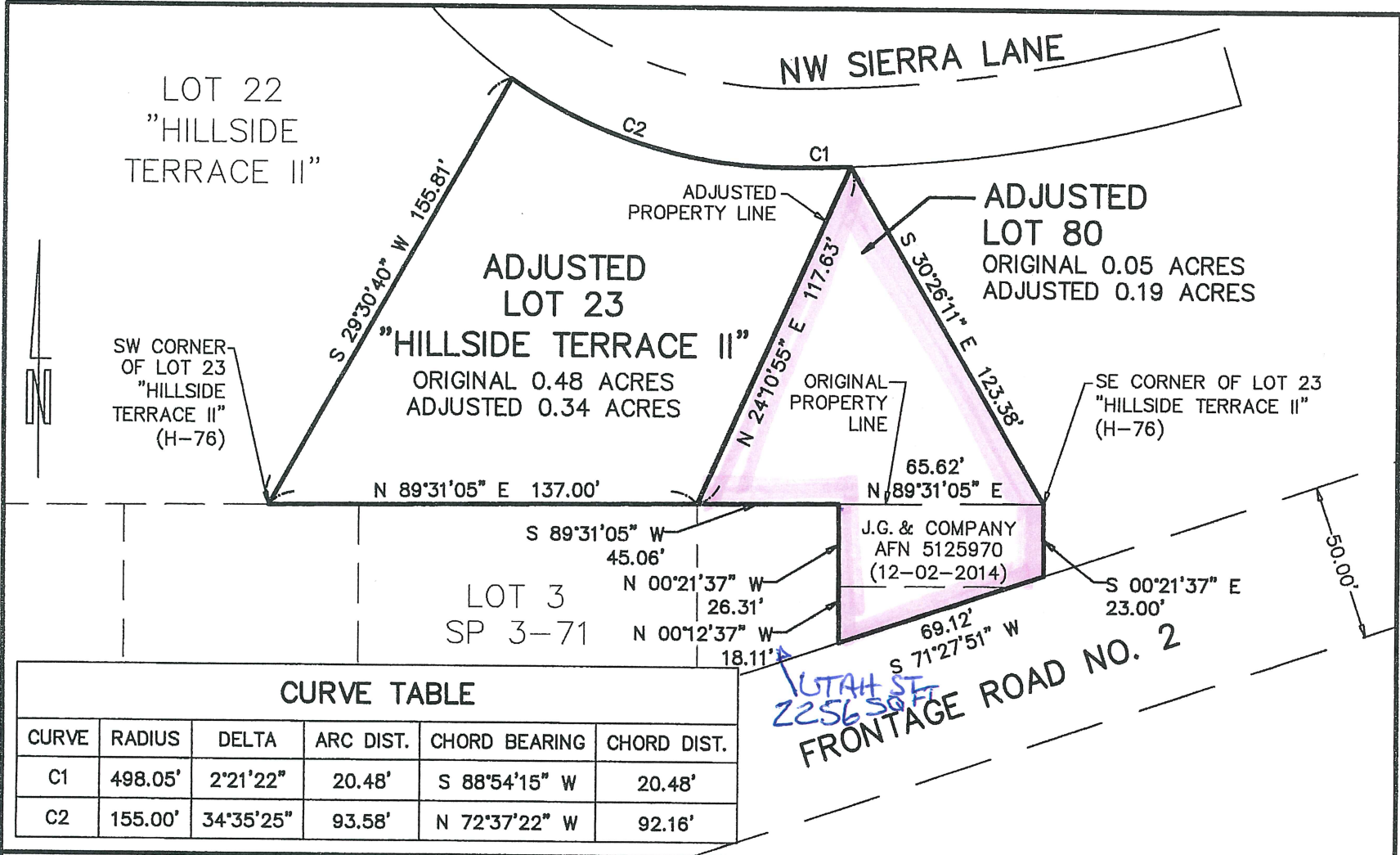
7.3 Waivers. No covenant, term or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

7.4 Entire Agreement/Modifications. This Agreement 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 force and effect. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.

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







PREPARED BY:  
**MINISTER-GLAESER  
SURVEYING INC.**  
2200 E. EVERGREEN BLVD.  
VANCOUVER, WA 98661  
(360) 694-3313

**EXHIBIT "A"**  
**BOUNDARY LINE  
ADJUSTMENT**

SCALE: 1"=50'  
JOB NO. 14-379  
DATE: 1-30-15  
DWG FILE: 14379L1  
DRAWN BY: CAG

