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RecFee - \$80.00 Pages: 8 - CITY OF CAMAS
Clark County, WA 12/22/2015 11:09



Return Address:

City of Camas
616 NE 4th 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 6th 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 6th 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, identified as "proposed ditch", a distance of 110 feet, more or less, as per the attached Exhibit C.

1.3 Developer will deed to City an easement centered over the existing 18 inch diameter concrete storm water pipe that crosses proposed Lots 23 and 80, 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 C.

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 6th 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.

DEVELOPER

Bryan Anderson

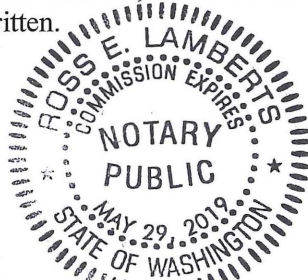
STATE OF WASHINGTON)

) ss.

COUNTY OF CLARK)

On this 7TH day of DECEMBER, 2015, personally appeared before me Bryan Anderson, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ross E. Lamberts
Notary Public in and for the State of
Washington, Residing at LACENTER WA.
My appointment expires: 5/29/2019

Consent to all duties, responsibilities, and authority to proceed with all applications as may be deemed necessary to effect the terms herein granted this 7TH day of DECEMBER, 2015.

JG & COMPANY

By: Joseph C. McKay
Name: Joseph C. McKay
Its: Owner

7.6 Gender/Singular/Plural. Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

7.7 Severability. If any term or provision of this Agreement of the application thereof to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7.9 Counterparts and Effective Date. This Agreement shall not be effective until the time of full execution by all parties hereto. This Agreement may be executed by facsimile copy and in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the day and year first written above.

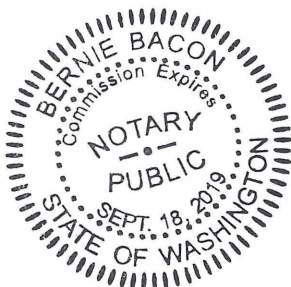
CITY OF CAMAS

By: [Signature]
Name: Scott Higgins
Title: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 17th day of November, 2015, personally appeared Scott Higgins, to me known to be the Mayor of the City that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said school district, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of
Washington, Residing at Camas
My appointment expires: 9-18-19

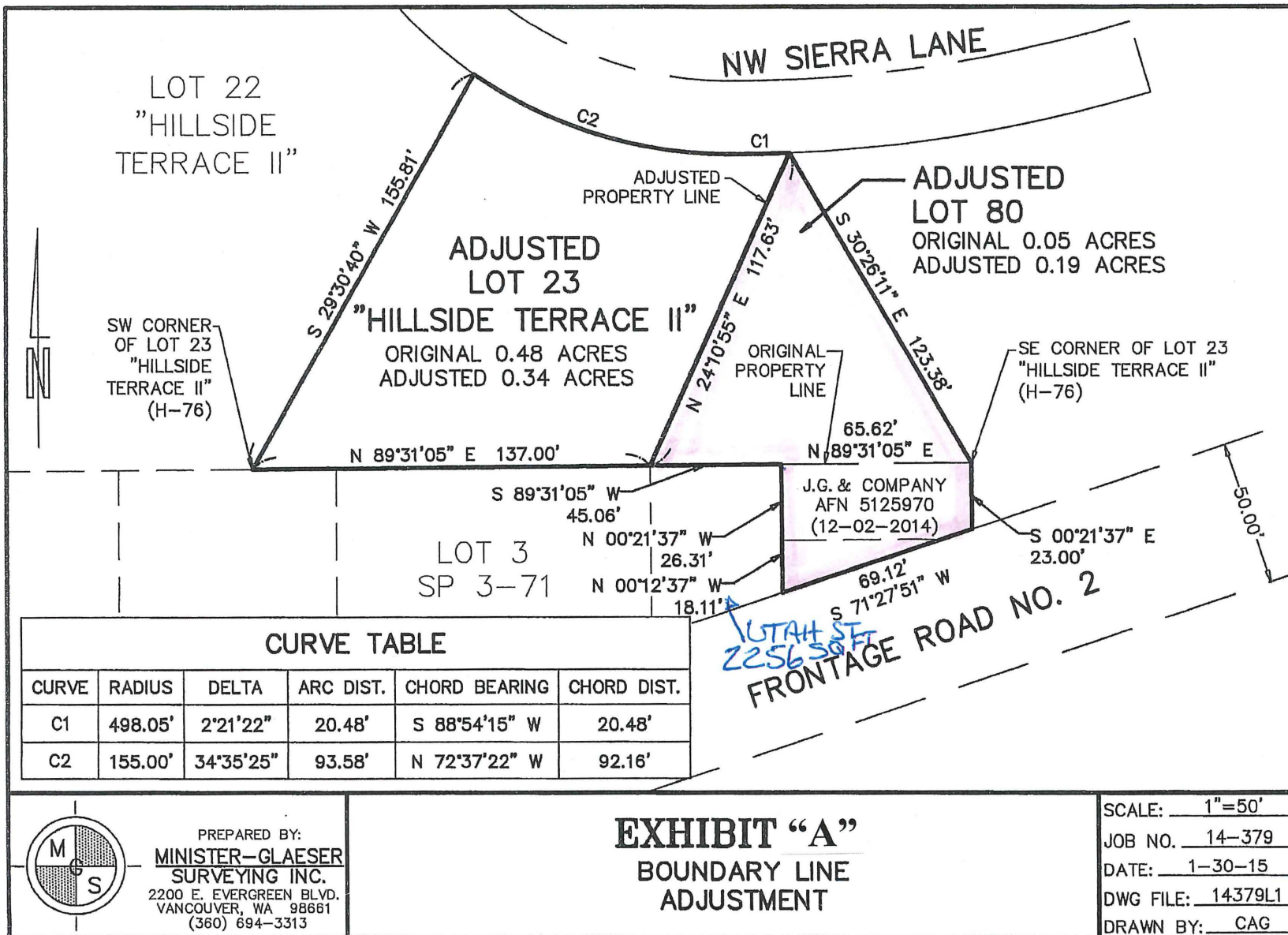


EXHIBIT B

I, Sylvia Kandel, do hereby relinquish all rights and interest in a portion of NW 6th Place, Camas, Washington being vacated by the City of Camas.

The property to be vacated is directly to the east of my lot located at 2229 NW 6th Place, Camas, Washington 98607, south of Tax Lot 23 and west of Tax Lot 80.

The portion of NW 6th Place to be vacated is abutted by property owned by Bryan Anderson, a willing recipient of the vacated property.

It is understood by Sylvia Kandel, if the requested property is vacated that title to the property shall rest with the property owner of the lot abutting the vacated property, Bryan Anderson.

In consideration for relinquishment and termination of my rights to said property, Bryan Anderson shall grant me an easement for ingress and egress across said property and shall bear all costs associated with the creating and maintaining a storm drain on said property.

DATED this 4th day of August, 2015.

Sylvia Kandel
SYLVIA KANDEL

STATE OF WASHINGTON)
)
COUNTY OF CLARK)

On this 4th day of August, 2015, before me personally appeared Sylvia Kandel, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he has read, signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I have herunto set my hand and affixed my official seal this 4th day of August, 2015.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Camas
My Commission Expires: August 8th 2017



Utah Street Proposed Lot and Drainage Layout



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Legend

- ☐ Building Footprints
- ☐ Taxlots
- ☐ Roads
- ImageOrtho
 - ☒ Red: Band_1
 - ☒ Green: Band_2
 - ☒ Blue: Band_3
- ☐ Cities Boundaries
- ☐ Urban Growth Boundaries

EXHIBIT C

Notes: