

DEVELOPER AGREEMENT

This DEVELOPER AGREEMENT is made and entered into by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and RONALD WARMAN and RHONDA WARMAN, husband and wife, owner of Clark County Parcel #986029469, hereinafter collectively referred to as "Developer", and shall be effective as of the date of the last signature below.

RECITALS

WHEREAS, Warman is the owner of certain real property which is located in the City of Camas, Washington, as more fully described in the attached Exhibit "A", incorporated herein by this reference (hereafter "Warman Property"); and

WHEREAS, hereinafter the "Warman Property" shall be referred to as the "Property".

WHEREAS, the Property adjoins NE Ingle Road, within which water and sewer lines are being proposed to be extended to serve neighboring developments; and

WHEREAS, the Property comprises a total of 5.7 acres and is currently unimproved, but lawfully shares an existing water well with an adjacent parcel;

WHEREAS, Developer intends to immediately construct a single-family dwelling within the Property; and

WHEREAS, it is the policy of the City to avoid as necessary any isolated parcels of property which are not served by public water and sewer systems; and

WHEREAS, the City has determined in prior similar situations on a case by case basis that it is not proportional to require property owners at the edges of the City's systems to extend large diameter water and sewer lines to serve one single family home; and

WHEREAS, there is in place a proposal which requires an adjacent developer to extend water and sewer lines on NE Ingle Road in part to serve neighboring developments; and

WHEREAS, the purpose of this Developer Agreement is to provide for an agreed resolution to require Developer to connect to public water and sewer systems when the same are completed along their frontage, or when the property is developed; and

WHEREAS, Developer, in consideration of the resolution of this matter, shall provide easements to the City for the installation of suitable stubs to public water and sewer systems in anticipation of further development on the Property; and

WHEREAS, City and Developer have entered into this Developer Agreement to allow for deferment of the extension of water and sewer lines on NE Ingle Road on the conditions as herein noted.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Water and Sewer Connection: On the condition that the Developer only construct one single-family dwelling, the Property may continue to utilize existing water systems as placed and install a new septic system to provide sewer service, both of which shall terminate as of the earlier of the following:

(a) Public water and sewer systems are completed within NE Ingle Road and are available on the frontage of the property; or

(b) The Property receives final approval of a short plat or subdivision.

Developer shall have a period of 60 days following the date of compliance with the conditions set forth herein and availability to water and sewer in Ingle Road to complete the connection to public water and sewer systems.

Section 2. Easements: Developer shall provide all easements, as deemed necessary by the City for the installation of suitable stubs relating to the public water and sewer systems necessary for future development of the property.

Section 3. Term: In no event shall the term of this Agreement extend beyond December 31, 2021.

Section 4. Default:

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 Severability. If any term or provision of this Agreement or 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.

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

4.8 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.

4.9 This Developer Agreement shall be recorded with the Clark County Auditor and run with and be binding upon the property and inure to the benefit of the parties and the respective heirs, successors and assigns.

CITY OF CAMAS


By: _____
SHANNON TURK, MAYOR

(signatures on the following pages)

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

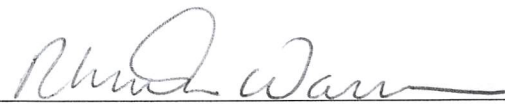
On this _____ day of _____, 2019, personally appeared Shannon Turk, to me known to be the Mayor of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that 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.



Ronald Warman

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

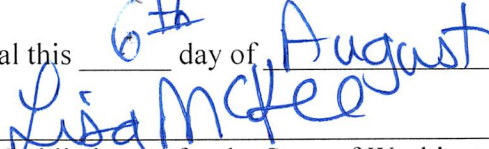


Rhonda Warman

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

On this day personally appeared before me Ronald Warman, 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.

GIVEN under my hand and official seal this 6th day of August,
2019.



Notary Public in and for the State of Washington
Residing at Vancouver
Commission Expires: 9-26-19

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

On this day personally appeared before me Rhonda Warman, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of August,
2019.

Lisa McKee
Notary Public in and for the State of Washington
Residing at Vancouver
Commission Expires: 9-26-19