



# City of Stevenson

## Planning Department

6.a

(509)427-5970

7121 E Loop Road, PO Box 371  
Stevenson, Washington 98648

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** July 21<sup>st</sup>, 2016  
**SUBJECT:** Chinidere Mountain Estates Extension/Development Agreement

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### **Introduction**

The Stevenson City Council is requested to review and decide on a draft Development Agreement that would grant conditional extension of Chinidere Mountain Estates' 10-year approval timeline. If approved as drafted, the Development Agreement would allow an additional 5-year period to complete infrastructure installation and satisfy all other conditions of preliminary plat approval.

### **Recommended Action**

Planning staff recommends Council adoption of Resolution 2016-288, adopting a development agreement and extending preliminary plat approval until September 21<sup>st</sup>, 2021.

### **Guiding City Policies**

#### *Subdivision Regulations*

#### SMC 16.14.005: "Purpose"

The purposes of this chapter are as follows:

- A. To regulate the subdivision of land and to promote the public health, safety and general welfare;
- B. To prevent the overcrowding of land;
- C. To manage congestion in the streets and highways;
- D. To provide for adequate light and air;
- E. To facilitate adequate provision for water, sewerage, parks and recreation areas, sites or schools and school grounds and other public requirements;
- F. To provide for proper ingress and egress;
- G. To require uniform monumenting of land subdivisions and conveyance of land by accurate legal description;
- H. To provide for the orderly growth of Stevenson in conformance with the Stevenson comprehensive plan and applicable codes;
- I. To encourage the appropriate use of the land;
- J. To encourage the protection and long-term management of Stevenson's sensitive lands and natural resources.

#### Ordinance 2016-1096, Section 1: "Expiration of approval—Forfeiture of fees"

Preliminary plat approval shall be effective for 5 years from date of approval by the council or such longer period as established by the state legislature in RCW 58.17.140. If during this period a final plat

is not filed with the administrator, the preliminary plat shall be null and void. Fees paid to the City shall be forfeited.

Ordinance 2016-1096, Section 2: “Filing of final plat—Time limit”

At any time within 5 years following the council’s approval of a preliminary plat, or such longer period as established by the state legislature in RCW 58.17.140, the subdivider shall file the original and five copies of a proposed final plat with the administrator.

Ordinance 2016-1096, Section 4: “Final plat approval—Extensions”

The time periods established within the Stevenson Municipal Code for the approval or disapproval of final plats may be extended through a development agreement mutually approved by the applicant and the City pursuant to RCW 36.70B.170, upon findings by the City that such extension is in the City’s best interests.

**Background**

*Site Characteristics*

Owner/Applicant: Aspen Development, LLC; Chinidere, LLC  
 Purpose: To vary a preliminary plat condition for the Chinidere Mountain Estates residential subdivision.  
 Location: NE Lutheran Church Road at Highway 14  
 Lot Size: ~25.4 acres

*Surrounding Property Characteristics*

	Zoning	Land Use
<b>Subject Property</b>	R1/R3	Vacant/Unfinished Subdivision
North	R1	Single-Family Residences/Vacant
East	R1	Single-Family Residences/Vacant
South	County	Highway/Railroad/River
West	R2/R3/C1	Single- and Multi-Family Residences/Church/Food & Beverage Operation

*Aerial Photo*



*Overview*

The Chinidere Mountain Estates Subdivision was originally applied for in March, 2005 and proposed 89 residential lots to be constructed over 4 phases: 22 lots, 32 lots, 24 lots, and 11 lots. This proposal gave no indication for the intended timing of each phase in relation to other phases.

The City originally granted approval in February, 2006 for 83 residential lots to be constructed over 4 phases: 30 lots, 22 lots, 23 lots, and 8 lots.

After appeal and Superior Court remand, the City modified the preliminary plat approval and in September, 2006 reauthorized the 4-phase, 83 lot subdivision.

Engineering plans were approved for construction of Phase 1 in July, 2008. Stormwater controls in these plans reduced the number of lots in Phase 1 to 27, and maintained the total number in the remaining phases.

Construction began shortly after, but completion of Phase 1 stalled as the Great Recession—a downturn in the US economy, partially created by the unsustainable financial practices of the home mortgage market—changed the viability of land developments.

Construction on Phase 1 resumed in March, 2016 with completion expected this summer. The subdividers have requested an additional 5 year extension of the preliminary plat completion timeline.

## Vesting

The proposal to extend the completion timeline involves the continued vesting of the Chinidere project in the land use laws that existed in 2005. The following changes to the City land use would not be applicable to this project: [Note: this collection of regulatory changes does not consider any changes to the Stevenson Engineering Standards that may have occurred during this time.]

- Critical Areas Code:
  - Ordinance 1022: A wholesale change in requirements from the previous critical areas ordinance, adds new administrative and regulatory standards and a more thorough application process. Regarding the Chinidere proposal, the following changes should be noted:
    - Critical Aquifer Recharge Areas: No effect.
    - Frequently-Flooded Areas: No effect.
    - Geologically Hazardous Areas: Little effect: Analyses and conditions included with Chinidere's 2005 submittals are similar to requirements of the new code.
    - Habitat Areas: Little effect. Riparian habitat buffers have increased. Instead of 50' and 50' buffers from the 2 streams on site, the new code would require base buffers of 50' and 75'. Actions required by current conditions would allow reductions of these base buffers to less than 50'.
    - Wetlands: No effect.
- Subdivisions:
  - Ordinance 1004: Adds/amends administrative provisions. No effect.
  - Ordinance 2016-1096: Amends completion timelines and adds process to extend timelines based on approved development agreements. Effective through this request.
- Zoning Code:
  - Ordinance 1004: Adds/amends administrative provisions. No effect.
  - Ordinance 1019: Amends SR District regulations. No effect.
  - Ordinance 1030: Adds/amends administrative provisions. No effect.
  - Ordinance 1038: Adds/amends wireless telecommunications use allowances. Little effect.
  - Ordinance 2011-1048: Adds/amends wind power generation use allowances. Little effect.
  - Ordinance 2011-1051: Adds/amends signage standards and electric vehicle charging use allowances. Little effect.
  - Ordinance 2011-1057: Adopts new Zoning Map format. No effect.
  - Ordinance 2012-1061: Amends Zoning Map. No effect.
  - Ordinance 2013-1067: Adopts 2013 Comprehensive Plan, reformats SR District density and dimensional standards. Unknown effect.
  - Ordinance 2013-1073: Amends provisions for accessory dwelling units. Little effect.
  - Ordinance 2014-1077: Adds ED Education District to Zoning Code. No effect.
  - Ordinance 2016-1091: Adds/amends overnight lodging use allowances. Little effect.
  - Ordinance 2016-1093: Adds/amends animal use allowances. Little effect.

## Extension Criteria

The City Council must find that granting this extension is in the City's best interests. Staff's recommendation for approval is based on the below analysis of the City's best interests.

### Advantages

*Return on Investment* Returns on the following investments can be realized by granting the extension:

- 1) The community expended a great deal of social and political capital to ensure the current approval contains adequate conditions.
- 2) A great deal of City staff time has been invested in the 11 years since this proposal was presented.
- 3) The subdividers have also invested substantial resources into the current proposal.

*Economic Recovery*- As land and housing markets rebound from the recession, granting this extension can help the city realize economic gains:

- 1) The City will support the readiness of "shovel ready" properties after some of the worst economic conditions since the Great Depression.
- 2) The City will support potential development of expected residential growth that will support year-round customers for local businesses.

*Infrastructure Systems*- City-owned water, sewer, and road networks will benefit from the granting of this extension.

- 1) New residential customers will provide usage fees to support water and sewer systems.
- 2) Completion of the planned through streets will provide automotive and pedestrian connectivity between isolated neighborhoods and high use areas.

### Disadvantages

*Development Regulations*- Updates to development standards from 2005-2021 will not apply to the land division.

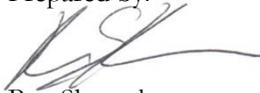
### Alternatives

- 1) Object to this request as inconsistent with the City's best interests.
- 2) Consent to this request and adopt Resolution 2016-288.
- 3) Take some other course of action as a Council.

### Community Input

A legal notice providing public awareness of this request was published in the *Skamania County Pioneer* on the 20<sup>th</sup> of July, 2016. Emails were sent to the "Chinidere Approval Process" email group on the 18<sup>th</sup> of July, 2016.

Prepared by:



Ben Shumaker  
Planning Director

Attachments:

1-Draft Resolution 2016-288

CITY OF STEVENSON

RESOLUTION NO. 2016-288

**ADOPTING A DEVELOPMENT AGREEMENT UNDER RCW 36.70B, TO EXTEND THE CHINIDERE MOUNTAIN ESTATES PRELIMINARY PLAT APPROVAL FOR 5 YEARS.**

WHEREAS, the preliminary plat approval for Chinidere Mountain Estates subdivision was granted on September 21<sup>st</sup>, 2006 and subject to a 5-year completion timeline in accordance with RCW 58.17.140(3) as it existed at that time; and

WHEREAS, the Washington State Legislature, through several amendments to RCW 58.17.140, extended the completion timeline for preliminary plats such as Chinidere Mountain Estates to 10 years; and

WHEREAS, on June 16, 2016, the City Council of the city of Stevenson, acting according to its authority under RCW 58.17.140(4), adopted Ordinance 2016-1096 which allows extension of preliminary plat completion timelines; and

WHEREAS, after years of economic uncertainty, the proponents of Chinidere Mountain Estates have requested extension of its preliminary plat completion timeline according to the terms of the Development Agreement attached as "Exhibit A".

WHEREAS, it is in the mutual interest of the City and the project proponents to enter into a Development Agreement compliant with the terms of RCW 36.70B.170 through 210; and

WHEREAS, a public hearing was duly noticed and held by City Council on \_\_\_\_\_, regarding the approval of the attached Development Agreement,

NOW THEREFORE BE IT RESOLVED by the Council of the City of Stevenson that:

Section 1: Findings. The recitals set forth above are adopted as the findings of the City Council of the City of Stevenson in support of adoption of this resolution.

Section 2: Agreement Authorized. The City Council, in accordance with RCW 36.70B.200, hereby authorizes the Mayor to execute on behalf of the City the Development Agreement attached hereto as "Exhibit A".

BE IT FURTHER RESOLVED, that this resolution shall be effective concurrent with the effective date of Ordinance 2016-1096.

PASSED in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor of the City of Stevenson

ATTEST:

\_\_\_\_\_  
Clerk of the City of Stevenson

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Stevenson

RESOLUTION 2016-288--“EXHIBIT A”  
MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

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

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*This space provided for recorder's use.*

15 INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): ASPEN DEVELOPMENT LLC, a Washington  
limited liability company (Phases 1 through 3); and  
20 CHINIDERE, LLC, a Washington limited liability  
company (Phase 4)

GRANTEE: CITY OF STEVENSON, a Washington municipal  
corporation

ABBREVIATED LEGAL DESC:

25 FULL LEGAL DESC: Lot 1 and Lot 2 of the Feliz Short Plat as recorded  
with the Skamania County Auditor as AFN  
2008170088.

30 ASSESSOR'S PROPERTY TAX  
PARCEL ACCOUNT NUMBER(S): 03-75-36-3-0-0500 and 03-75-36-3-0-1200

REFERENCE NUMBER OF  
35 RELATED DOCUMENTS: AFN 2008170088

RESOLUTION 2016-288--“EXHIBIT A”  
DEVELOPMENT AGREEMENT

Effective Date: \_\_\_\_\_, 2016

**PARTIES:**

40 Aspen Development, LLC is the owner of APN 03-75-36-3-0-1200, legally described as  
Lot 1 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN  
2008170088. Chinidere, LLC is the owner of APN 03-75-36-3-0-0500, legally described  
as Lot 2 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN  
2008170088.

45 Collectively these owners are referred to as the “Developer”.

The City of Stevenson is a Washington municipal corporation (“City”), and is responsible  
for land use planning and permitting pursuant to the Growth Management Act, RCW  
35A.63 and RCW 58.17.

50 Developer and City are collectively referred to as the Parties.

**AUTHORITIES**

55 The parties are authorized to enter this Development Agreement by RCW 36.70B.170(1).

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the  
development standards and other provisions that will apply to, govern and vest the  
development, use and mitigation of the development of real property for the duration  
specified in the agreement, which statute provides:

60 (1) A local government may enter into a Development Agreement with a  
person having ownership or control of real property within its jurisdiction.  
A city may enter into a development agreement for real property outside  
its boundaries as part of a proposed annexation or a service agreement.  
65 A development agreement must set forth the development standards and  
other provisions that will apply to and govern and vest the development,  
use, and mitigation of the development of the real property for the  
duration specified in the agreement. A development agreement will be  
consistent with applicable development regulations adopted by a local  
70 government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

RESOLUTION 2016-288--“EXHIBIT A”

75 The legislature finds that the lack of certainty in 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  
80 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 as set forth in a development  
agreement, will strengthen the public planning process, encourage private  
participation and comprehensive planning, and reduce the economic costs  
of development. Further, the lack of public facilities and services is a  
85 serious impediment to development of new housing and commercial uses.  
Project applicants and local governments may include provisions and  
agreements whereby applicants are reimbursed over time for financing  
public facilities. It is the intent of the legislature by RCW 36.70B.170  
through 36.70B.210 to allow local governments and owners and  
90 developers of real property to enter into development agreements;

RCW 58.17.140 provides that a final plat must generally be submitted for approval  
within five (5) years after preliminary plat approval. However, if the preliminary plat was  
95 approved before January 1, 2015, the applicant has seven (7) years to submit a final plat;  
and if a preliminary plat was approved before January 1, 2008 and is not subject to the  
Shoreline Management Act, the applicant has ten (10) years to file for final plat approval.  
Cities and counties may adopt procedures by ordinance for extensions of these time  
periods. Further, RCW 58.17.140 provides that nothing prevents a City from adopting by  
100 ordinance procedures which would allow extensions of time that may or may not contain  
additional or altered conditions and requirements.

Stevenson Municipal Code Section 16.26.090 (Section 4 of Ordinance 2016-1096)  
authorizes the City Council to extend final plat approval through a development  
105 agreement mutually agreed by an applicant and the City pursuant to RCW 36.70B.170,  
upon findings by the City that such extension is in the City’s best interests.

**RECITALS:**

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The City initially issued “Chinidere Mountain Estates” preliminary plat approval subject  
to conditions on February 24, 2006 and modified said approval and conditions after  
Superior Court remand as part of the Final Order dated September 21, 2006, as thereafter

RESOLUTION 2016-288--“EXHIBIT A”

115 partially amended on September 10, 2008 and April 7, 2009, and thereafter varied on July 11, 2016; attached respectively as Exhibits “A”, “B”, “C”, and “D”.

120 The Project was to be constructed in Phases (Phases 1 through 4), with Phase 1 final map approval anticipated to be complete by the third week of August 2016, and with final map approval for Phases 2 through 4 to be completed at a future time either within the time period defined in RCW 58.17.140, or as otherwise extended to a date mutually agreed by the City and Developer.

Phase 1 consists of 27 lots, Phases 2 and 3 collectively consist of 45 lots, and Phase 4 consists of 8 total lots (total 80 lots).

Preliminary plat approval will expire September 21, 2016.

125 The Parties acknowledge that the Great Recession which began in 2007 had significant impacts on the development and sale of real property, housing and related development projects. The subject Project suffered from the effects of the Great Recession, so that development did not proceed in accordance with the timeframes initially contemplated.

130 The Parties acknowledge that due to the factors associated with the Great Recession, the Developer (Aspen Development LLC with respect to Phases 1 – 3) and Chinidere LLC (Owner of Phase 4) require an extension to obtain final plat approval (for Phases 2 – 4, and possibly Phase 1), and requested an extension from the City prior to the September 21, 2016 expiration date.

135 The Parties agree that it is in the best interest of the City and the Developer to reasonably extend the Preliminary plat approval for a **period of five (5) years** from the current expiration date, so that the new Preliminary plat expiration date for any Phase that has not received final plat approval before September 21, 2016 shall be September 21, 2021.

140 The City will benefit from the extension, as it will enable the plat to be timely and appropriately developed to meet current residential housing needs and generate associated revenue for the City. Other cities in Washington have similarly found that factors associated with the Great Recession support extensions such as the extension authorized by this Agreement. *See*, for example, Haagen Development Agreement Extension – City of Vancouver, Washington.

145 Further, the extension is supported by the fact that the Developer acquired this project in the midst of the development process, and has been required to take action to address and resolve issues not caused by the Developer. *See*, for example, recent court action required to resolve the Lutheran Church Road issue.

150 On July 11, 2016 the City Planning Commission varied the requirement that 80% of each phase must be sold or developed prior to commencing development of the next phase. This action will help the property owners develop the properties under more natural market conditions.

RESOLUTION 2016-288--“EXHIBIT A”  
**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

155 **Note: Phases 1 through 3 are separate and distinct from Phase 4 and no action or**  
**inaction with respect to Phase 4 shall relate in any manner to, or affect, Phases 1**  
**through 3, and vice versa.**

**All Phases**

160 1. Preliminary plat approval for all Phases that have not received final plat approval  
before September 21, 2016 is extended to **September 21, 2021**.

**Phase 1**

Phase 1 is owned by Aspen Development, LLC, and the following shall apply with  
respect to Phase 1:

- 165 1. **Submittal and Action Timeline (Phase 1):** Infrastructure development and  
associated work on Phase 1 shall be substantially completed by March 21, 2017,  
with associated follow-up development and associated work to be complete by  
September 21, 2018.
- 170 2. Developer’s failure to meet the above timelines, unless extended in advance by City  
Council action upon a showing of good cause, shall result in the expiration of the  
Preliminary Plat approval period for the phase or phases subject to the timeline.
3. **Bonding (Phase 1):** Preliminary plat approval Condition #29 remains in effect  
regarding the posting of bonds for the completion of required improvements.

**Phases 2 and 3 Details:**

175 Phase 2 and 3 are owned by Aspen Development, LLC, and the following shall apply  
with respect to Phases 2 and 3.

1. **Phases Combined:** Phases 2 and 3 shall be combined into a single “Phase 2/3”.
2. **Submittal and Action Timeline (Phase 2/3):**
- 180 a. Developer agrees to submit, by **September 21, 2018**, surveys, maps and  
associated documents for Phase 2/3.
- b. Initial work shall be initiated by **September 21, 2019** on Phase 2/3.
- c. Infrastructure development and associated work on Phase 2/3 shall be  
substantially completed by **September 21, 2020**, with associated follow-up  
development and associated work to be complete by **January 1, 2021**.
- 185 3. Developer’s failure to meet the above timelines, unless extended in advance by City  
Council action upon a showing of good cause, shall result in the expiration of the  
Preliminary Plat approval period for the phase or phases subject to the timeline.

RESOLUTION 2016-288--“EXHIBIT A”

4. **Bonding (Phase 2/3):** Preliminary plat approval Condition #29 remains in effect regarding the posting of bonds for the completion of required improvements.

190 **Phase 4 Details:**

Phase 4 is owned by Chinidere, LLC, and the following shall apply with respect to Phase 4:

1. **Submittal and Action Timeline (Phase 4):**

- 195 a. Developer agrees to submit, by **September 21, 2018**, surveys, maps and associated documents for Phase 4.
- b. Initial work shall be initiated by **September 21, 2019** on Phase 4.
- c. Infrastructure development and associated work on Phase 4 shall be substantially completed by **September 21, 2020**, with associated follow-up development and associated work to be complete by **January 1, 2021**.
- 200 2. Developer’s failure to meet the above timelines, unless extended in advance by City Council action upon a showing of good cause, shall result in the expiration of the Preliminary Plat approval period for the phase or phases subject to the timeline.
- 205 3. **Bonding (Phase 4):** Preliminary plat approval Condition #29 remains in effect regarding the posting of bonds for the completion of required improvements.

**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.

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**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.

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**Effective Date/Recording.** This Agreement is effective on the date of recording. If the date of recording occurs after September 21, 2016, this agreement shall not take effect. Following Council approval, a recordable original shall be delivered to Counsel for Aspen Development, LLC, who agrees to secure the remaining signatures and record the original document with the Skamania County Auditor. City assumes no liability for

220 obtaining the remaining signatures nor recording the original.

**Termination.** This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

RESOLUTION 2016-288--“EXHIBIT A”

225 **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 generally is not a serious threat to public health  
and safety but the impact of congestion at any particular location may degrade to a level  
230 that constitutes a safety hazard, and that such action will only be taken by legislative act of  
the Stevenson City Council after appropriate public process. The City further retains all  
police power regulation and all authority not subject to vested rights limitations under  
RCW 58.17.033.

**Authorization.** The persons executing this Agreement on behalf of Developer and the  
City are authorized to do so and, upon execution by such parties, this Development  
235 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'  
240 successors and assigns, and will be recorded with the Skamania County Auditor.

**Term.** The Term of this Agreement will expire on September 21, 2021, unless earlier  
extended by the Parties.

**Public Hearing.** The Stevenson City Council has approved execution of this Agreement by  
resolution after a public hearing.

245 **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  
250 Washington, and venue is in the Skamania County Superior Court.

**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.

255 **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.

260 **Inconsistencies.** If any provisions of the Stevenson Municipal Code and land use regulations  
are deemed inconsistent with this Agreement, the court shall first attempt to harmonize the

RESOLUTION 2016-288--“EXHIBIT A”

provisions and if unable to do so, the provisions of this Agreement will prevail, excepting the City’s reserved authority as explicitly defined herein.

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

270 **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.

275 **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, and merges, supersedes, and terminates the Prior Development Agreements.

280 **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:

285 City: City of Stevenson  
7121 East Loop Road, PO Box 371  
Stevenson, WA 98648

290 With a copy to: Kenneth B Woodrich, City Attorney  
110 Columbia St., Suite 109  
Vancouver, WA 98660-3515

Developer: \_\_\_\_\_

With a copy to: \_\_\_\_\_

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RESOLUTION 2016-288--“EXHIBIT A”

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

**PHASE 4**

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Developer: \_\_\_\_\_

With a copy to: \_\_\_\_\_

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Jean McCoy, Landerholm

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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.

**Time is of the Essence.** Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

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**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.

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**Headings, Table of Contents.** The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

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**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

RESOLUTION 2016-288--“EXHIBIT A”

340 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  
345 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.

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RESOLUTION 2016-288--“EXHIBIT A”

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EXHIBIT “A”

9/21/2006 Preliminary Plat Approval (25 pages)

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RESOLUTION 2016-288--“EXHIBIT A”

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EXHIBIT B  
9/10/2008 Amendment to Preliminary Plat Approval (2 pages)

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RESOLUTION 2016-288--“EXHIBIT A”

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EXHIBIT “C”

4/7/2009 Amendment to Preliminary Plat Approval (2 pages)

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RESOLUTION 2016-288--“EXHIBIT A”

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EXHIBIT “D”  
7/11/2016 Variance to Preliminary Plat Approval (2 pages)