

ORDINANCE NO. 2313

AN ORDINANCE approving a development agreement between the City of Camas and Shockley Company, LLC, for a residential development on certain property within the City of Camas.

WHEREAS, Shockley Company, LLC, is the owner of five contiguous pieces of property located within the City of Camas between NW 7<sup>th</sup> Avenue and NW 8<sup>th</sup> Avenue and west of Logan Street, and

WHEREAS, Shockley Company, LLC, has proposed to develop the site as a condominium project for 18 owner-occupied condominium units, and

WHEREAS, on April 9, 2001, the City adopted a Comprehensive Plan amendment and rezone from a plan designation of single-family high density and associated zone of R1-7.5 to a plan designation of multiple-family low and associated zone of MF-10, contingent upon compliance with certain conditions, and

WHEREAS, the parties have caused to be prepared a development agreement which contains the conditions adopted in the Comprehensive Plan amendment and re-zone process and provides for the development of the property in accordance with the proposal made by Shockley Company, LLC, and

WHEREAS, on April 8, 2002, the City Council conducted a public hearing on the proposed development agreement at which time it considered testimony from all interested parties, and

WHEREAS, the Council finds that the agreement has been reviewed by the planning manager and has been found to meet applicable planning requirements, and that residential use is appropriate for the site as it is located in a transitional area of townhouses, duplexes and single-family dwellings, and

WHEREAS, the Council desires to approve the development agreement,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section I

That certain development agreement between the Shockley Company, LLC, and the City of Camas relating to five contiguous pieces of real property located between NW 7<sup>th</sup> Avenue and NW 8<sup>th</sup> Avenue and west of Logan Street within the city limits of Camas, is hereby approved. The Mayor is authorized and instructed to sign the agreement on behalf of the City.


Section II

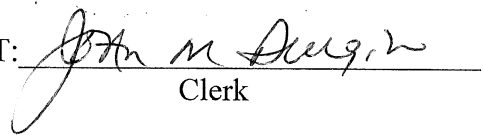
The development agreement shall be recorded with the Clark County Auditor pursuant to the requirements of RCW 36.70B.190.

Section III

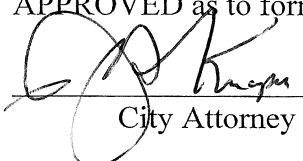
This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 8<sup>th</sup> day of April, 2002.

SIGNED:   
Mayor

ATTEST:   
Clerk

APPROVED as to form:

  
City Attorney

## Development Agreement

Parties: The Shockley Company L.L.C., hereinafter referred to as "Owner"  
and  
City of Camas, hereinafter referred to as "City"

Effective Date: April 8th, 2002

### Recital:

Whereas, the Owner of 5 contiguous pieces of real property, hereinafter referred to as the "site", located within the City of Camas between NW 7th Ave and NW 8th Ave, generally described as Clark County Assessors tax parcel numbers 085775-020.0, 085775-015.0, 085775-010.0, 085775-005.0, 085775-000.0 ; and

Whereas, this Agreement has been reviewed by planning manager and has been found to meet applicable planning requirements; and

Whereas, residential use is the appropriate use for the site as it is located in a transitional area of townhouses, duplexes and single family dwellings; and

Whereas, the Owner wishes to develop the site as a condominium project, in accordance with RCW 58.18 and in accordance with the Comprehensive Plan amendment and rezone; and

Whereas, condominiums are in the public interest of the people of Camas for providing increased *owner occupied* housing for a demanding market close to downtown Camas, recreational parks, public transportation and other facilities; and

Whereas, owner occupied homes are a benefit to surrounding home owners and their property values; and

Whereas, condominiums allows flexibility in design and location which may result additional on site parking and allow for enhanced landscape design and increased landscape uniformity and maintenance, and

Whereas, a condominium designation would allow for reduced City maintained infrastructure, and

Whereas, on April 9, 2001 the City adopted a Comprehensive Plan Amendment and Rezone from a plan designation of single family high density and associated zone of R1-7.5 to a plan designation of multi-family low and associated zone of MF-10, for the site, contingent upon compliance with the following;

1. Application for and approval of all necessary permits from the City to establish up to 18 dwelling units on the site;
2. The minimum lot area for each townhouse shall be 3,000 square feet with an average lot size of 3,750 square feet;
3. Construction of all approved units with in the time frame specified in a development application or building permit approval or three years from the date of a final decision in this matter, whichever is sooner;
4. No additional residential units beyond 18 will be permitted; and
5. Development shall otherwise comply with the development standards of the MF-10 zoning district.
6. In the event the above conditions are not satisfied in the timeframes required, the comprehensive plan and zone shall revert back to Single Family High Density and associated zone of R1-7.5 or its nearest equivalent.
7. A Homeowners Association shall be established and geotechnical review shall occur through the development review process.
8. Prior to approval of a development application, a development agreement shall be entered into between the property owner and the City.

Whereas, the MF-10 zoning district does not specify a maximum number of units per acre, but rather minimum lot sizes and;

Whereas, 18 condominium units on 1.6 acres is consistent with the maximum number of 12 units per acre as specified in the Comprehensive Plan for Multiple Family Low classifications and;

Whereas, due to current and potential market conditions, item three of the conditions of approval shall be amended to say "Construction of development and application for permits of all approved units to be with in three years from the date of approval of developers agreement" and;

Whereas, both parties agree to work with due diligence and;

## Terms:

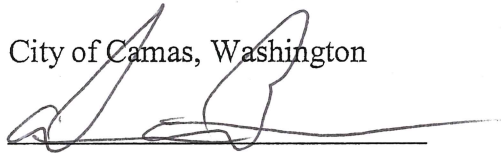
In consideration of developers agreement, acceptable to both parties, both parties do hereby agree to the following:

1. Development of the condominium units to be in compliance with amended contingencies of Comprehensive Plan Amendment and Zone Change to MF-10, dated April 9, 2001.
2. Nothing in this agreement shall modify or conflict with the conditions setforth in the Notice of Final Decision of the Meadow Ridge II subdivision plat alteration dated August 9, 1999. Specifically, a 5-foot buffer shall be retained as specified in Condition 2 of the Meadow Ridge Phase II replat.
3. In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses which it may reasonably incur in taking such action.
4. 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 the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.
5. This Agreement shall be construed with and governed by the laws of the State of Washington. The parties agree to venue in Clark County, State of Washington.
6. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.
7. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
8. The rules and regulations applicable to the permitting and development of the condominiums shall be those in effect on the effective date of this agreement.

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

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

City of Camas, Washington



By \_\_\_\_\_

The Shockley Company L.L.C.



By 6/3/02  
Roland Shockley