

RESOLUTION NO. 900

A RESOLUTION approving a development agreement between the City of Camas and H.L. Voqui, developer of Ash creek Subdivision.

WHEREAS, Ash Creek Subdivision is a 15-acre development that received preliminary plat approval in 1998, and

WHEREAS, since approval of the preliminary plat, the City of Camas has negotiated a purchase of approximately the north ten (10) acres of the Ash Creek Subdivision for park development purposes, and

WHEREAS, RCW 36.70B.170 authorizes cities and landowners to enter into development agreement setting forth development standards and other provisions for the development of land, and

WHEREAS, the City and H.L. Voqui, the developer of Ash Creek, have negotiated a proposed development agreement which amends the preliminary plat approval for Ash Creek, and

WHEREAS, RCW 36.70B.200 provides that the City may enter into a development agreement only after conducting a public hearing, and

WHEREAS, the city council held a public hearing on the Ash Creek Development agreement on August 14, 2000,

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

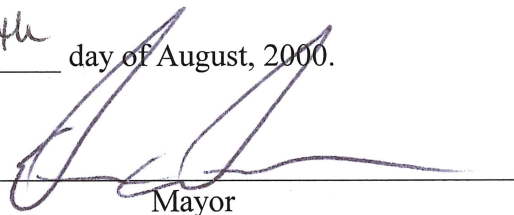
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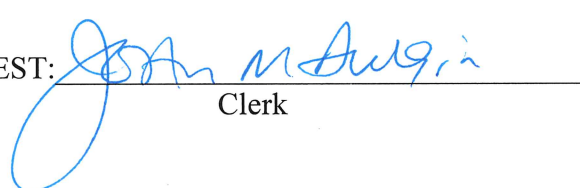
The city council of the city of camas hereby finds that entering into the Ash Creek Development agreement is in the public interest and approves the development agreement between the City of Camas and H.L. Voqui, developer of Ash Creek Subdivision.

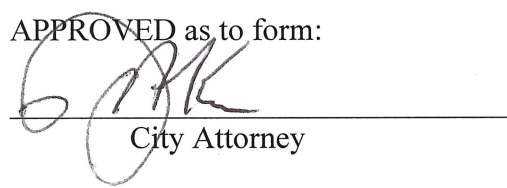
II

The mayor is authorized and instructed to sign the development agreement on behalf of the City.

DONE at a regular council meeting this 14th day of August, 2000.

SIGNED: 
Mayor

ATTEST: 
Clerk

APPROVED as to form:

City Attorney

file w/ resolution

When Recorded, Return to:

Randall B. Printz
Landerholm, Memovich, Lansverk
& Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

COPY

ABOVE SPACE RESERVED FOR RECORDING INFORMATION

DEVELOPMENT AGREEMENT

PARTIES: Hoanh Voqui and Hoaichau Le Voqui, hereinafter referred to as "Voqui"

and

City of Camas, hereinafter referred to as "City"

EFFECTIVE DATE: _____, 2000.

RECITALS:

WHEREAS, Voqui is the owner of real property located in the City of Camas, Clark County, Washington, legally described in Exhibit "A", attached hereto and incorporated by reference herein, further described as Assessor's Serial Number 125047. The real property described in Exhibit "A" shall be hereinafter referred to as the "Site"; and

WHEREAS, Voqui, along with the owners of the adjacent lots, described as Assessor's Serial Numbers 125405 and 125400, received approval from the City for preliminary subdivision of the Site, known as "Ash Creek"; and

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen, Suite

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Vancouver, Washington 98666
(360) 696-3312

WHEREAS, subsequent to the granting of the preliminary plat approval the City elected to pursue the purchase of Assessor's Serial Numbers 125405 and 125400 for the stated purpose of developing a City Park (hereinafter "City Property"); and

WHEREAS, the City's purchase of these lots necessitates amendments to the "Ash Creek" preliminary plat; and

WHEREAS, Voqui wishes to assist the City in their purchase, while retaining reasonable use of his property; and

WHEREAS, RCW 36.70B.170 provides authority for a city to enter into a development agreement;

AND, WHEREAS, the City of Camas has held a public hearing, received evidence and determined that entering into this Agreement is in the public's best interest;

The parties agree as follows:

1. Utilities Special Condition of Approval Number 1 shall be amended to read "The site will be served by City water and shall connect to the existing water line in Deer Creek I subdivision."
2. Utilities Special Condition of Approval Number 2 shall be amended to read: The site will be served via a STEP system from Deer Creek Phase 1, via NW Ogden Street.
3. A note providing for access by the City to the utilities shall be placed upon the Final Plat.

4. Miscellaneous Special Condition of Approval Number 5 of the Preliminary Approval shall be modified to read: The existing fire apparatus road is over 400 feet in length and does not contain a secondary access. For all lots located more than 400 feet from the intersection of NW Ogden Street, and NW 17th Circle, an approved secondary access shall be required; or non-combustible exterior construction; or an automatic fire sprinkler system shall be installed in all structures until the secondary access is completed.

5. Stormwater:
 - i. Voqui agrees to construct a stormwater pond sufficient to serve its development in the location depicted in Exhibit "B".
 - ii. All associated costs for construction of the stormwater pond will be borne by Voqui. The City may request certain components of the pond to be upsized during review of the final engineering plans. All increases in cost caused by the City's upsizing shall be paid by the City.
 - iii. The City agrees to grant limited access to the "City Property" for construction purposes, if necessary. The proposed construction route and impact is subject to City approval prior to initiation.
 - iv. After construction of the stormwater facility, Voqui will execute a boundary line adjustment such that the stormwater facility will be wholly located upon the "City Property".
 - v. Upon final acceptance of the stormwater facility by the City, the City agrees to maintain the pond subject to Voqui posting a two year warranty bond.

6. Wetland Buffer/Open Space:
 - i. The open space area will be aligned utilizing buffer averaging as shown on the attached revised preliminary plat, attached hereto and incorporated by reference herein as Exhibit "C".

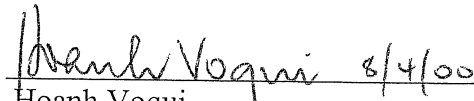
- ii. Voqui will provide the City with amended open space calculations prior to acceptance of the final plat.
7. Voqui will design and install the amended road design as depicted in Exhibit "D" at their expense.
8. The proposed park use will be subject to a Conditional Use Permit review and approval. At the time of review of the Conditional Use Permit, aesthetic, glare, sound and other relevant buffering issues shall be specifically considered by the approval body in rendering its decision on the CUP.
9. All other conditions of the Ash Creek preliminary plat approval not inconsistent with the provisions of this agreement shall remain in full force and effect.
10. 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.
11. 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.
12. This Agreement shall be construed with and governed by the laws of the State of Washington. The parties agree to venue in the Superior Court of Clark County, State of Washington.

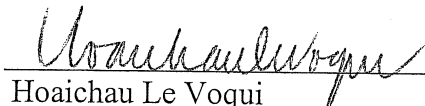
13. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.
14. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
15. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.
16. This Agreement may only be amended by mutual agreement of the parties.

CITY OF CAMAS, WASHINGTON

By _____

Title _____


Hoanh Voqui


Hoaichau Le Voqui

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person acknowledged that he signed this
instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as
the _____ of the City of Camas, Washington, to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

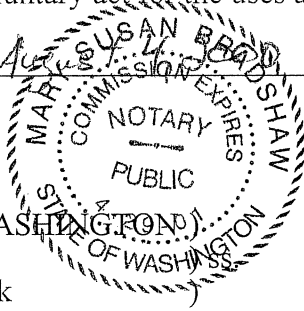
Dated: _____

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

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that H.L. Voqui is the person who appeared
before me, and said person acknowledged that he signed this instrument, and acknowledged it to be
his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 4, 2000



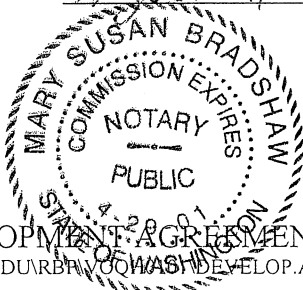
Mary Susan Bradshaw

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: April 28, 2001

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that ^{Hoanh}Voqui is the person who appeared
before me, and said person acknowledged that she signed this instrument, and acknowledged it to
be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 4, 2000



Hoanh Voqui
Mary Susan Bradshaw

LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
Broadway at Evergreen, Suite

P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: April 28, 2001

EXHIBIT "A"

LEGAL DESCRIPTION FOR VOQUI PERIMETER

July 12, 2000

That portion of the John Hicks Donation Land Claim Number 42 in Section 4, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Hicks Donation Land Claim;

THENCE North $00^{\circ} 37' 04''$ West along the West line of said Hicks Donation Land Claim a distance of 363.897 feet;

THENCE North $89^{\circ} 48' 34''$ East parallel with the South line of said Hicks Donation Land Claim 610.853 feet to a point on the West line of the East 726.337 feet of said Hicks Donation Land Claim;

THENCE South $00^{\circ} 30' 33''$ East parallel with the East line of said Hicks Donation Land Claim, a distance of 363.893 feet to the South line of said Claim;

THENCE South $89^{\circ} 48' 34''$ West along said South line, a distance of 610.163 feet to the POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO a 60 foot wide road easement for ingress, egress and public utilities over, under and across, in the South 1835.2 feet of the John Hicks Donation Land Claim Number 42, in Section 4, Township 1 North, Range 3 East of the Willamette Meridian, said easement consisting of Easement A and Easement B as described below:

Easement A

The center line of Road Easement A begins at a point North $00^{\circ} 30' 33''$ West 245.86 feet from the Southwest corner of said East 726.33 feet of said John Hicks Donation Land Claim;

THENCE North $00^{\circ} 30' 33''$ West parallel to the East line of said John Hicks Donation Land Claim 934.28 feet to the point of curvature of a 150 foot radius curve to the left;

THENCE along said curve 151.85 feet;

THENCE North $58^{\circ} 30' 47''$ West 639.97 feet, more or less to the centerline of Prune Hill County Road, (SE 217th Avenue) to the terminus of said centerline.

Easement B

BEGINNING at a point North $89^{\circ} 48' 34''$ East 30 feet, as measured parallel to the South line of said John Hicks Donation Land Claim, from the Northwest corner of the South 1529.30 feet of the East 726.33 feet of said John Hicks Donation Land Claim;

THENCE North $00^{\circ} 30' 33''$ West parallel to the East line of said John Hicks Donation Land Claim 60.00 feet;

THENCE South $89^{\circ} 46' 34''$ West parallel to the South line of said John Hicks Donation Land Claim 60.00 feet;

THENCE South $00^{\circ} 30' 33''$ East 212.07 feet;

THENCE South $60^{\circ} 29' 20''$ West 58.18 feet to the Northerly line of above described Easement A;

THENCE Southeasterly along the Northerly line of said Easement A to a point that bears South $00^{\circ} 30' 33''$ East from the point of beginning;

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1111 Broadway
Vancouver, WA
98660

THENCE North 00° 30' 33" West parallel to the east line of said John Hicks Donation Land Claim 349.00 feet, more or less to the POINT OF BEGINNING.

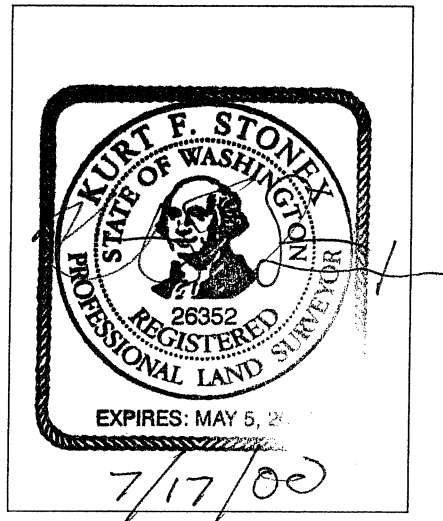


EXHIBIT "B" (Document 1 of 2)

LEGAL DESCRIPTION FOR SAPP TO
CITY OF CAMAS

May 19, 2000

A parcel of property being in a portion of the John Hicks Donation Land Claim in Section 4, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said Hicks Donation Land Claim;

THENCE North $00^{\circ} 54' 18''$ East along the West line of said Hicks Donation Land Claim 363.91 feet to the North line of that parcel of property conveyed to Hoaichau & Hoanh Voqui by deed recorded under Auditor's File 9010190162, records of Clark County, and the TRUE POINT OF BEGINNING;

THENCE South $88^{\circ} 40' 04''$ East along said North line 399.78 feet to a point on a 627.50 foot radius curve to the left having a tangent bearing into said curve at this point of North $25^{\circ} 34' 44''$ East;

Thence around said 627.50 foot radius curve to the left 0.48 feet to a 572.50 foot radius curve to the right;

THENCE around said 572.50 foot radius curve to the right 162.89 feet to a 630.00 foot radius curve to the left;

THENCE around said 630.00 foot radius curve to the left 171.69 feet to a point which is 30.00 feet West of, when measured at right angles to, the East line of that parcel of property conveyed to Gary Sapp by deed recorded under Auditor's File 8906150106, records of Clark County;

THENCE South $01^{\circ} 00' 49''$ West parallel to said East line 281.62 feet to said North line of the Voqui parcel;

THENCE South $88^{\circ} 40' 04''$ East along said North line 30.00 feet to said East line;

(initials)

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(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 01° 00' 49" East along said East line 363.50 feet to the South line of that parcel of property conveyed to J. Gardner McKay by deed reorded under Auditor's File 9612100026, records of Clark County;

THENCE North 88° 40' 04" West along said South line 611.56 feet to said West line of the Hick's Donation Land Claim;

THENCE South 00° 54' 18" West along said West line 363.50 feet to the TRUE POINT OF BEGINNING.

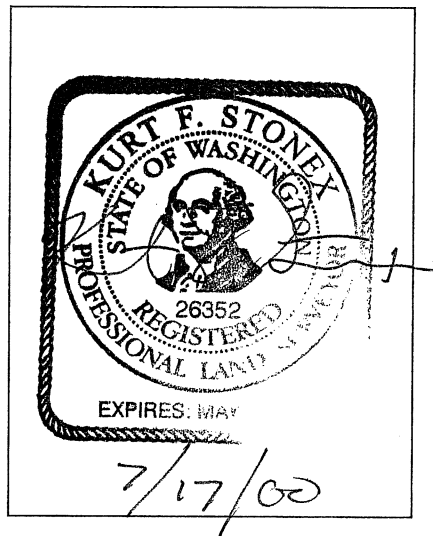


EXHIBIT "B" (Document 2 of 2)

LEGAL DESCRIPTION FOR MCKAY TO THE CITY OF CAMAS

May 26, 2000

A parcel of property being a portion of the John Hicks Donation Land Claim in Section 4, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

Commencing at the Southwest corner of said Hicks Donation Land Claim;

THENCE North 00° 54' 18" East along the West line of said Hicks Donation Land Claim 727.41 feet to the North line of that parcel of property conveyed to Gary Sapp by deed recorded under Auditor's File 8906150106 records of Clark County and the TRUE POINT OF BEGINNING;

THENCE North 00° 54' 18" East along said West Donation Land Claim line 363.09 feet to the North line of that parcel of property conveyed to J. Gardner McKay by deed recorded under Auditor's File 9612100026 records of Clark County;

THENCE South 88° 40' 04" East along said North line 612.25 feet to the East line of said McKay parcel;

THENCE South 01° 00' 49" West along said East line 363.09 feet to said North line of the Sapp parcel;

THENCE North 88° 40' 04" West along said North line 611.56 feet to the TRUE POINT OF BEGINNING.

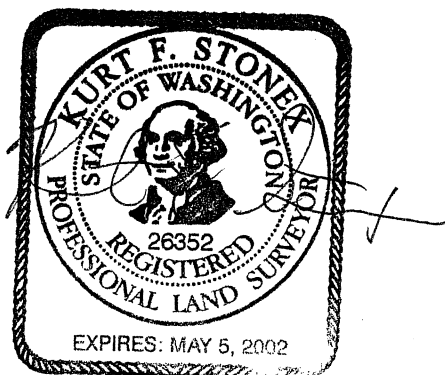
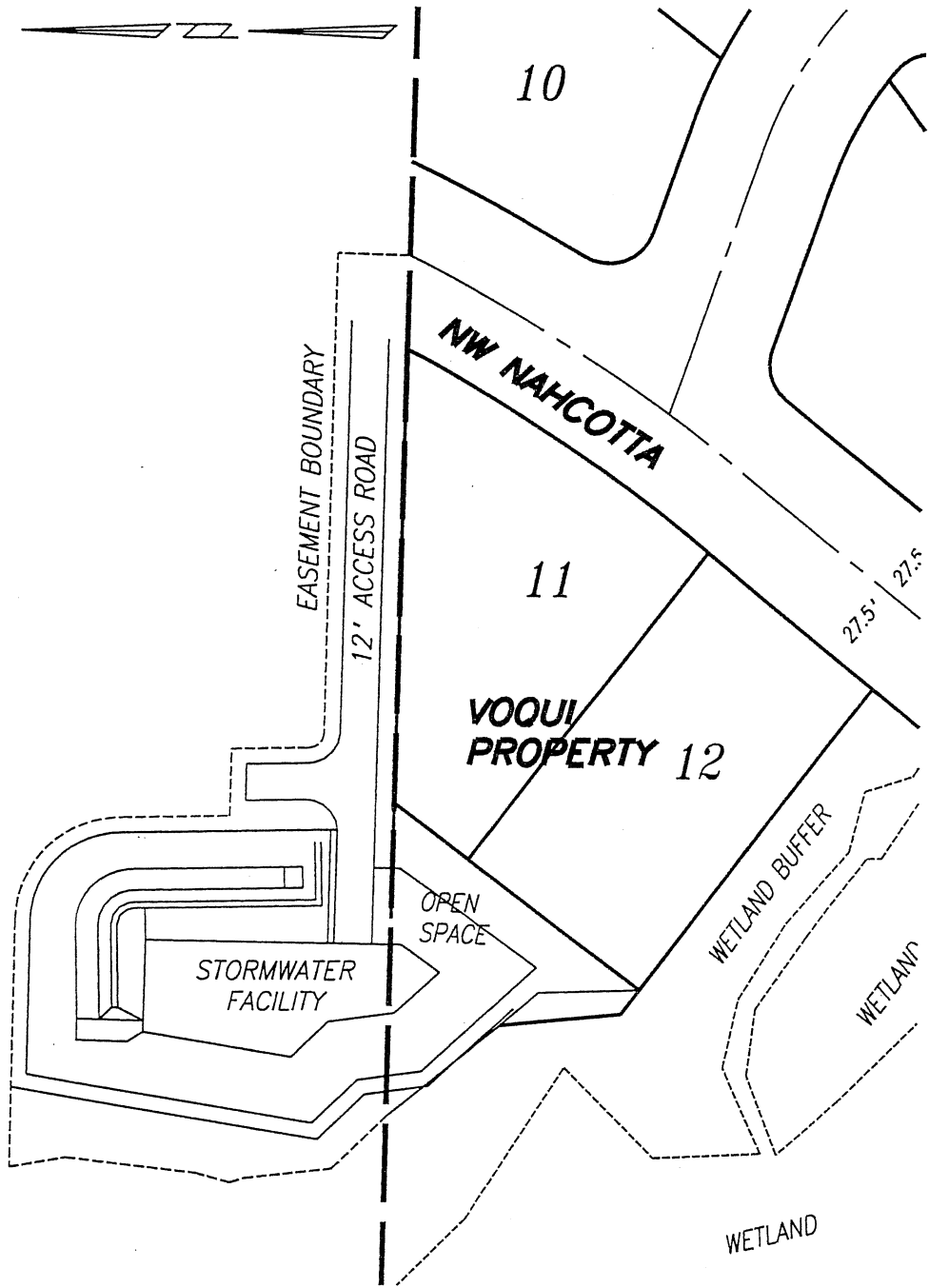


EXHIBIT "C"



Scale 1" = 60'

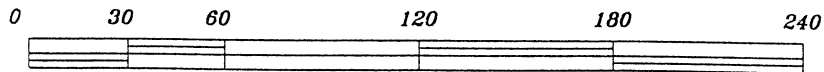


EXHIBIT "D"

NOTES:

WATER AND SEWER WILL BE PROVIDED BY THE CITY OF CAMAS.
 THERE ARE NO EXISTING STRUCTURES ON THE SITE.
 THE HOMEOWNERS' ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE.
 AVERAGE LOT SIZE IS 8860 SQUARE FEET.
 THE ENTIRE SITE IS WOODED.

OPEN SPACE TABLE

GROSS AREA	5.10 AC.
WETLANDS	-(0.48 AC.)
NET DEVELOPABLE AREA	4.62 AC.
WETLAND 1/2 CREDIT	0.24 AC.
BUFFER AREA	0.31 AC.
OPEN SPACE	0.12 AC.
	1.27 AC.
OPEN SPACE PROVIDED	27.5%

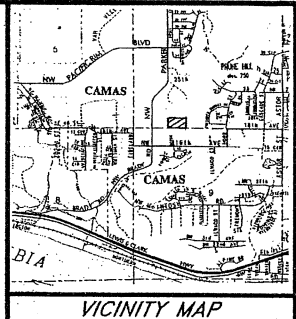
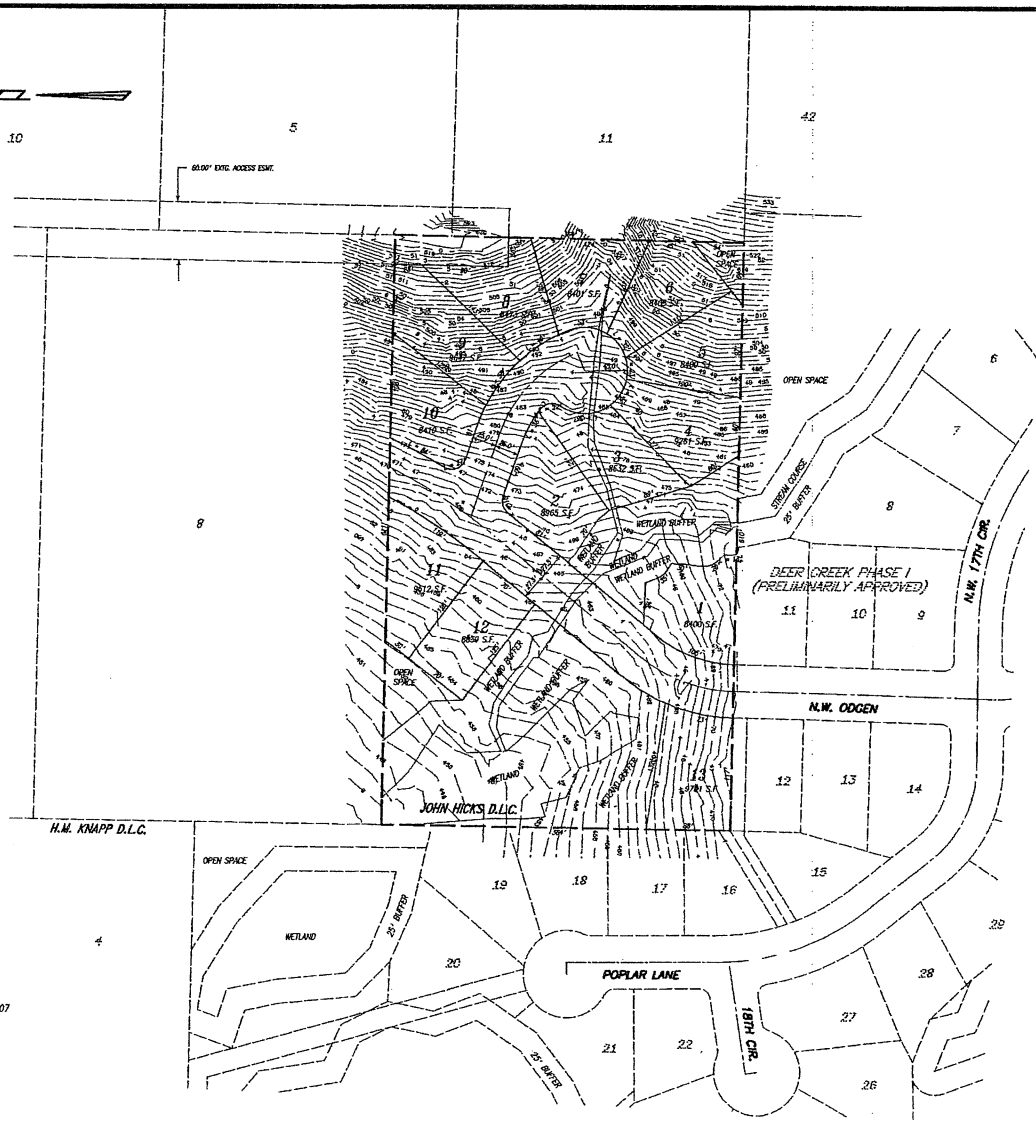
OWNERS & APPLICANT:

H.L. VOGL
 18911 SE 28TH ST.
 VANCOUVER, WA 98683
 (509)235-8300

SURVEYOR & ENGINEER

OLSON ENGINEERING INC.
 1111 BROADWAY
 VANCOUVER, WA 98680
 (360) 695-1385

TRK LOT 15
 SERIAL# 125407

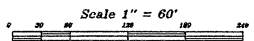


CITY PLANNING COMMISSION

APPROVED BY _____
 CHAIR, CITY OF CAMAS PLANNING COMMISSION

CITY OF CAMAS MAYOR

APPROVED BY _____ MAYOR
 ATTESTED BY _____ CITY OF CAMAS CLERK



A PRELIMINARY PLAT IN THE JOHN HICKS D.L.C. IN THE SE 1/4 SW 1/4 OF SEC. 4, T1N, R3E, W.M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON

PRELIMINARY PLAT OF:

ASH CREEK PHASE II

OLSON LAND SURVEYORS ENGINEERS
 ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98680 360-695-1385 503-289-9936

DESIGNED BY	SCALE 1"=60'	SHEET
DRAWN BY	DATE JULY 2000	1
CHECKED BY	JAN. NO. 4271/02/18	1

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