

RESOLUTION NO. 1167

A RESOLUTION approving a Development Agreement between the City of Camas and GM Camas LLC superseding and replacing the Pre-Annexation Agreement dated May 22, 2008

WHEREAS, GM Camas LLC is the owner of certain real property located within the City of Camas and subject to a Pre-Annexation Agreement dated May 22, 2008 and recorded under Clark County Auditor's File No. 4458438; and

WHEREAS, the parties have negotiated a Development Agreement which is intended to supersede and replace the aforementioned Pre-Annexation Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property and sets forth the procedure for the submission of development applications consistent with the subsequent adoption by the City of additional planning; and

WHEREAS, the City Council has conducted a public hearing on the proposed Development Agreement on October 19, 2009, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the agreement has been reviewed by the Director of Community Development and has been found to meet applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement;

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

I

That certain Development Agreement between the City of Camas and GM Camas LLC relating to certain real property located within the City's municipal boundary is hereby approved, and the Mayor is authorized and instructed to sign the agreement on behalf of the City.

II

The Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(b).190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE MAYOR this 7th day of December, 2009.

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney

4636619 AGR

RecFee - \$74.00 Pages: 13 - CITY OF CAMAS
Clark County, WA 01/22/2010 11:25

After recording, return to:

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

Legal Description covers all or portions of Clark County Tax Serial Numbers:

173213-000, 173212-000, 173193-000, 173158-000, 171780-000, 171727-000, 172341-000, 171730-000
171727-000, 171704-000, 172557-000, 172553-000, 172559-000, 173178-000, 172557-000, 172555-000

**DEVELOPMENT AGREEMENT
GM CAMAS, LLC**

This Development Agreement ("Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City") and GM CAMAS, LLC (hereinafter referred to as the "Owner") and shall be effective as of the last signed date below.

RECITALS

WHEREAS, Owner owns or controls certain real property which is located within the City's municipal boundary and which is more fully described in the attached Exhibit "A", (hereinafter referred to as the "Property"); and *SEC 17, 20, 21 T2N R3E*

WHEREAS, the City wishes to provide for additional infrastructure planning and the process for implementation of permanent zoning with respect to the Property; and

WHEREAS, the City and the Owner recognize this area will develop over a period of years and wish to provide predictability about the development standards that will apply to the area in order to increase efficient use of urban services and provide compatibility amongst the various properties within the area; and

WHEREAS, the City is a Washington Municipal Corporation with annexation powers, and land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local government and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and

WHEREAS, local governments may also enter into a Development Agreement for real property outside its boundaries as part of a proposed annexation or service agreement pursuant to RCW 36.70B.170(1); and

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall 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:

(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. A development agreement must set forth the development standards and other provisions that shall 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 shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

WHEREAS, the legislative findings supporting the enactment of this section provides:

The legislature finds that the lack of certainty of 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 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 cost of development. Further, the lack of public facilities and services is a 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 developers of real property to enter into development agreements; and

WHEREAS, for the purposes of this Development Agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, this Development Agreement by and between the City and the Owner relates to the zoning and future development of the Property; and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170.

Section 2. Definitions. As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

“Adopting Resolution” means the Resolution which approves this Agreement, as required by RCW 36.70B.200.

“Effective Date” means the effective date established by the Adopting Resolution.

Section 3. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall continue in force for a period of five (5) years; unless extended or terminated by mutual consent of the parties.

Section 4. Pre-Annexation Agreement. The parties agree that the Pre-Annexation Agreement dated May 22, 2008 and recorded against the Property under Clark County Auditor’s No. 4458438 is completely superseded by this Agreement and will no longer apply to the Property. The City agrees that it will accept development applications for proposed development on the Property once (1) this Development Agreement is executed by all parties; and,(2) the City adopts permanent zoning for the Property. Provided, however, that it is agreed that the submission of any development application shall not compel the City to process any development application on the Property within the statutory time period provided for in RCW 36.70B until the following additional events occur:

- a. Funding, preparation and adoption of a new Transportation Impact Fee Study;
- b. Adoption by the City of a new impact fee schedule for the North Shore annexation area, based upon the Transportation Impact Fee Study pursuant to Subsection 4(a) herein; and
- c. Adoption by the City Council of an update to its water, sewer, and transportation capital facilities plans.

The City, however, agrees to accept a pre-application to allow a development application to be subsequently filed and deemed fully complete. No approval decision shall be issued by the

City on a development application relating to the Property until the items in Section 4 (a), (b) and (c) have been completed by the City. The parties agree that the submission of a Development Application shall not vest the application in the then applicable Capital Facility Plan for sewer, water or transportation; or for impact fees for transportation and the system development charges for water and sewer until those plans are updated pursuant to this Section 4. Vesting for impact fees, taxes, permit application fees, utility fees, or system development charges shall be determined and calculated consistent with City of Camas provisions on the date such fee, charge or tax is triggered.

Section 5. Conceptual Master Plan. Attached as **Exhibit "B"** is a Conceptual Master Plan. The purpose of the plan is to provide the Parties with predictability regarding the future development of the Property and provide assurances to the City the property will be developed generally consistent with adopted Capital Facility Plans as described in Section 4 herein and consistent with the overall development pattern of the City. The Conceptual Master Plan identifies appropriate areas of development and potential densities consistent with the Comprehensive Plan designations previously adopted by the City for the Property. Future development of the Property shall be generally consistent with the Conceptual Master Plan unless otherwise altered through an approved development application.

Section 6 Storm Water Regulations. As relates to Stormwater Detention Standards only, during the term of this Agreement the property shall adhere to and be regulated by the rules and regulations and ordinances that are in effect on the effective date, namely, the Puget Sound Manual, February 1992. The Parties recognize that there may be opportunities for regional storm water strategies or facilities in the North Lacamas Lake area. The Parties agree to continue to explore with each other and with interested third parties options for regional storm water strategies / facilities in this area.

Section 6.1. The City shall have no liability for any damages or losses suffered by the Owner or the Owner's successors if a federal or state agency takes action that voids, nullifies or preempts the City's agreement to permit vesting under this development agreement. Owner and Owner's successors shall further indemnify and hold harmless the City of Camas from any and all liability, including third party liability, under any applicable state or federal regulations including, but not limited to, the Clean Water Act, for any actual or alleged violation of said regulations arising from the City's agreement to allow the vesting described in this Section 6 or in the event said third party or agency challenges the adoption of this Development Agreement within the applicable timeframes. In such event, the City, in its sole discretion, may require the owner or the owner successors to post a bond in an amount deemed reasonably sufficient to cover all costs and expenses associated with any claim or action for liability as described herein, including reasonable attorney's fees to be incurred by the City in defending any third party claim. Upon notice of any claim or action for liability against City relating to this Section, the City shall timely notify Owner or Owner's successors

of their duties for indemnification of the City. Within ten (10) days of such notice, Owner may, at Owner's sole discretion, revoke its vested rights to the City's current storm water standards arising under this section by giving written notice of such revocation to the City. Upon such revocation, the Owner shall have no further liability to the City or obligation to indemnify the City. The Owner may choose to waive the vesting provided for in Section 6, if it notifies the City in writing. In that event, any fully complete development application submitted to the City and relating to the Property, shall vest to the storm water rules and regulations in effect at the time such application is submitted to the City. If the Owner chooses to waive the vesting provided for in Section 6, then all vested rights created in Section 6, shall become null and void.

Section 7 Streetscape. Owner agrees to incorporate into its development application submittal package streetscape standards for all streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. Owner streetscape standards will be consistent with the streetscape standards identified in Exhibit "C" or to the adopted streetscape standards, at the City's sole discretion, at the time of development approval. At the time of application, Owner shall further be required to meet the current City minimum Street standards in CMC 17.19 and the Camas Design Standards Manual.

Section 8 Archeological Pre-Determinations. For any development application relating to any portion of the Property, a pre-determination archeological report shall accompany such application. Such report shall be prepared and reviewed in accordance with Camas Municipal Code (CMC)16.31.060. This requirement shall be superseded by any future archeological regulations adopted by the City that implement a new archeological predictive model.

Section 9 Significant Views: The property includes land (Green Mountain) that is recognized as an important scenic and forested backdrop to Lacamas Lake as viewed from roads and vistas around the lake, which in turn plays a role in defining the City's character. The City's Comprehensive Plan identifies the goal of "preserving the scenic and aesthetic quality of shoreline areas and vistas to the greatest extent possible." The Comprehensive Plan also identifies as a strategy to achieve these goals: establishment and maintenance of a permanent open space network and greenways; and, preserving the visual integrity of the wooded hillsides that provide the backdrop for the City; including the preservation of natural vegetation, minimizing disruption of soils and slopes, maintaining drainage patterns and encouraging wildlife habitats. The parties agree that public views of Lacamas Lake and its natural backdrop are significant scenic views. As such, any development application under this agreement shall comply with CMC 16.33 including any necessary mitigation plan, prepared and reviewed in accordance with CMC 16.33. Compliance with this section shall include, but not be limited to, review of any Development Application for consistency with

the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010(B)(4), (5).

Section 10 Golf Course: The parties acknowledge that a portion of the property is currently utilized as a golf course and related uses, subject to a conditional use permit. Nothing contained within this Agreement shall be construed as an indication on the part of the City that such use is prohibited or constrained in any manner and such use may continue after the execution of this Agreement.

Section 11. Remedies. Should a disagreement arise between the City and Developer regarding the interpretation and application of this Agreement, 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 judicial action filed in the Clark County Superior Court.

Section 12. Performance. 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 a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue. This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Severability. 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.

Section 15. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 16. Binding on Successors and Recording. This Agreement shall run with the land and be binding upon and inure to the benefit of Developer, the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on **Exhibit "A"** with the Clark County Auditor.

Developer may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement related to such portion of the Property.

Section 17. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 18. Amendments. This Agreement may only be amended by mutual agreement of the parties.

Exhibits:

- Exhibit A: Legal Description of Property
- Exhibit B: Conceptual Master Plan
- Exhibit C: Streetscape Standards

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

CITY OF CAMAS

GM CAMAS, LLC

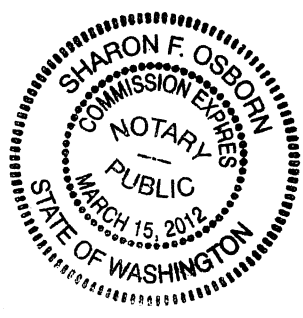
By Paul Dr.
 Title Mayor

By: REALVEST CORPORATION
 By Paul Christensen
 Title Chairman of the Board

STATE OF WASHINGTON)
) ss.
 County of Clark)

I certify that I know or have satisfactory evidence that PAUL E. CHRISTENSEN 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 this instrument and acknowledged it as the Chairman of the Board of Realvest Corporation, Member of GM Camas, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 17, 2009.

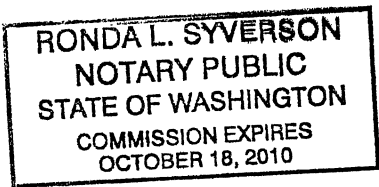


Sharon F. Osborn
 NOTARY PUBLIC for the State of Washington,
 Residing in the County of Clark
 My Commission Expires: 3/15/2012

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Paul Dennis 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 this instrument and acknowledged it as the Mayor of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 21, 2009.



Ronda L. Syverson
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 10/18/2010

Exhibit "A"

**LEGAL DESCRIPTION
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BEING PORTIONS OF THE DANIEL OLLIS DLC #52 LYING IN SECTIONS 17 AND 20; THE T.J. FLETCHER DLC #51 LYING IN SECTIONS 20 AND 21; THE JACOB PREOBSTEL DLC #39 LYING IN SECTION 17; GOVERNMENT LOTS 1, 2 AND 3 IN SECTION 17; GOVERNMENT LOTS 3 AND 4 IN SECTION 21; THE SOUTHEAST ONE-QUARTER OF SECTION 17; THE NORTHEAST AND NORTHWEST ONE-QUARTERS OF SECTION 21; TOWNSHIP 2 NORTH, RANGE 3 EAST, W.M. CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21 MARKED WITH A 3 INCH BRASS CAP PER LAND CORNER RECORD 13-2A; THENCE ALONG THE NORTH LINE OF SAID SECTION 21 NORTH 88° 58' 06" WEST, 1100.26 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASE LINE OF THAT 32.37 ACRE TRACT OF LAND PER THAT RECORD OF SURVEY RECORDED IN BOOK 48 PAGE 141, CLARK COUNTY SURVEY RECORDS, BEING THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH SECTION LINE NORTH 88° 58' 06" WEST, 1532.33 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21 MARKED WITH A 3 INCH BRASS CAP PER LAND CORNER RECORD 12-2A BEING A POINT ON THE CENTERLINE OF 222ND AVENUE (BEING 60 FEET WIDE); THENCE LEAVING SAID NORTH SECTION LINE ON THE NORTH-SOUTH CENTER OF SECTION LINE AND ALONG SAID CENTERLINE SOUTH 01° 27' 23" WEST, 1314.52 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 21; THENCE LEAVING SAID NORTH-SOUTH CENTER OF SECTION LINE ALONG SAID NORTH LINE NORTH 88° 41' 50" WEST, 1801.12 FEET TO THE EAST LINE OF SAID T.J. FLETCHER DLC #51; THENCE ALONG SAID EAST LINE OF DLC #51 NORTH 01° 13' 59" EAST, 1315.12 FEET TO THE NORTHEAST CORNER OF SAID DLC #51 AND THE NORTH LINE OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE OF SECTION 21 AND DLC #51 NORTH 88° 40' 40" WEST, 830.92 FEET TO THE NORTHWEST CORNER OF SAID SECTION 21 MARKED WITH A 2.5 INCH BRASS CAP PER LAND CORNER RECORD 11-5H; THENCE ALONG THE EAST LINE OF SAID SECTION 17 NORTH 01° 46' 08" EAST, 1962.10 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF MOUNTAIN GLEN, BOOK J PAGE 199 OF CLARK COUNTY PLATS, SAID SOUTHEAST CORNER BEARS SOUTH 01° 46' 08" WEST, 687.70 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 17 MARKED WITH A 2.5 INCH BRASS CAP PER LCR 11-1A; THENCE LEAVING SAID EAST LINE OF SECTION 17 ALONG THE SOUTH LINE OF SAID PLAT OF MOUNTAIN GLEN THE FOLLOWING THREE (3) COURSES: (1) NORTH 89° 22' 54" WEST, 2186.15 FEET; (2) NORTH 01° 45' 49" EAST, 256.70 FEET; (3) NORTH 89° 22' 54" WEST, 1309.55 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NE INGLE ROAD ALSO SHOWN AS NE 199TH AVENUE (BEING 20 FEET FROM THE CENTERLINE WHEN MEASURED PERPENDICULAR THERETO) PER SAID PLAT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: (1) SOUTH 01°54'19" WEST 43.37 FEET TO A POINT OF 314.98 FOOT RADIUS CURVE TO THE LEFT; (2) THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 44°54'50" AN ARC DISTANCE OF 248.91 FEET, THE CHORD OF WHICH BEARS SOUTH 20°33'06" EAST 240.64 FEET; (3) SOUTH 43°00'31" EAST 123.50 FEET TO A POINT OF 694.96 FOOT RADIUS CURVE TO THE RIGHT; (4) THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°27'37" AN ARC DISTANCE OF 211.76 FEET, THE CHORD OF WHICH BEARS SOUTH 34°16'42" EAST 210.96 FEET; (5) SOUTH 23°56'16" EAST 142.39 FEET; (6) SOUTH 30°50'28" EAST 287.76 FEET; (7) SOUTH 30°43'35" EAST 652.13 FEET; (8) SOUTH 30°19'01" EAST 238.07 FEET TO THE WESTERLY MOST CORNER OF THAT TRACT OF LAND RECORDED AS AUDITORS FILE NUMBER G646584; THENCE ALONG THE BOUNDARIES OF SAID TRACT NORTH 59°57'05" EAST 330.03 FEET, SOUTH 33°49'18" EAST 667.93 FEET AND SOUTH 49°37'34" WEST 333.22 FEET TO THE EASTERLY RIGHT-OF-WAY

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LINE OF SAID INGLE ROAD (BEING 20 FEET FROM THE CENTERLINE WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 40°24'20" EAST 160.54 FEET TO THE EASTERLY LINE OF THAT TRACT OF LAND RECORDED AS AUDITORS FILE NUMBER 8911140220; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG SAID EASTERLY LINE NORTH 06°18'34" EAST 45.28 FEET TO THE SOUTHERLY LINE THEREOF; THENCE ALONG SAID SOUTHERLY LINE AND THE NORTHERLY LINE OF THAT TRACT OF LAND RECORDED AS AUDITORS FILE NUMBER 9004270087 NORTH 86°58'51" EAST 799.11 FEET TO THE NORTHEAST CORNER OF SAID AFN 9004270087; THENCE ALONG THE EASTERLY LINE THEREOF SOUTH 02°04'48" EAST 974.08 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INGLE ROAD (BEING 30 FEET FROM THE CENTERLINE WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (8) COURSES: (1) SOUTH 40° 24' 20" EAST, 32.84 FEET TO AN ANGLE POINT; (2) SOUTH 40° 17' 19" EAST, 334.93 FEET TO A POINT OF 2030.00 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG SAID CURVE TO THE RIGHT (THE CENTER OF WHICH BEARS SOUTH 49° 42' 41" WEST) THROUGH A CENTRAL ANGLE OF 06° 41' 37" AN ARC DISTANCE OF 237.16 FEET (THE CHORD OF WHICH BEARS SOUTH 36° 56' 30" EAST, 237.02 FEET); (4) SOUTH 33° 35' 42" EAST, 1033.58 FEET; TO A POINT OF 830.00 FOOT RADIUS CURVE TO THE RIGHT; (5) ALONG SAID CURVE TO THE RIGHT (THE CENTER OF WHICH BEARS SOUTH 56° 24' 18" WEST) THROUGH A CENTRAL ANGLE OF 20° 46' 05" AN ARC DISTANCE OF 300.85 FEET (THE CHORD OF WHICH BEARS SOUTH 23° 12' 39" EAST, 299.21 FEET); (6) SOUTH 12° 49' 37" EAST, 392.70 FEET TO A POINT OF 770.00 FOOT RADIUS CURVE TO THE LEFT; (7) ALONG SAID CURVE TO THE LEFT (THE CENTER OF WHICH BEARS NORTH 77° 10' 23" EAST FEET) THROUGH A CENTRAL ANGLE OF 33° 26' 14" AN ARC DISTANCE OF 449.36 FEET (THE CHORD OF WHICH BEARS SOUTH 29° 32' 44" EAST, 443.01 FEET); (8) SOUTH 46°15'51" EAST 8.48 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NE GOODWIN ROAD (BEING 30 FEET FROM THE CENTERLINE WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID RIGHT-OF-WAY LINE OF NE GOODWIN ROAD THE FOLLOWING FOUR (4) COURSES: (1) NORTH 43° 56' 45" EAST, 493.63 FEET TO A POINT OF 984.93 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG SAID CURVE TO THE RIGHT (THE CENTER OF WHICH BEARS SOUTH 46° 03' 15" EAST) THROUGH A CENTRAL ANGLE OF 26° 01' 00" AN ARC DISTANCE OF 447.23 FEET (THE CHORD OF WHICH BEARS NORTH 56° 57' 15" EAST, 443.40 FEET); (3) NORTH 69° 57' 45" EAST, 355.35 FEET TO A POINT OF 984.93 FOOT RADIUS CURVE TO THE RIGHT; (4) ALONG SAID CURVE TO THE RIGHT (THE CENTER OF WHICH BEARS SOUTH 20° 02' 15" EAST) THROUGH A CENTRAL ANGLE OF 21° 19' 16" AN ARC DISTANCE OF 366.51 FEET (THE CHORD OF WHICH BEARS NORTH 80° 37' 23" EAST, 364.40 FEET) TO THE NORTHERLY RIGHT-OF-WAY LINE OF NE 28TH STREET (BEING 30 FEET FROM THE CENTERLINE WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 88° 42' 59" EAST, 988.04 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 88° 42' 47" EAST, 805.02 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE EASTERLY LINE OF THAT 40.15 ACRE TRACT OF LAND PER THAT RECORD OF SURVEY RECORDED IN BOOK 48 PAGE 141, CLARK COUNTY SURVEY RECORDS THE FOLLOWING FIVE COURSES; (1) NORTH 01°33'10" EAST 209.27 FEET; (2) SOUTH 88°42'47" EAST 208.98; (3) NORTH 01°33'04" EAST 1440.92 FEET; (4) SOUTH 88°43'34" EAST 514.04 FEET; (5) NORTH 01°33'10" EAST 655.30; THENCE NORTH 01°33'10" EAST 300.28 FEET ALONG THE SAID PROLONGATION OF THE EASTERLY LINE OF SAID 32.37 ACRE TRACT TO THE POINT OF

TOGETHER WITH THAT PORTION OF THE SAID T.J.FLETCHER DLC # 51 LYING NORTHWEST OF NE GOODWIN RD AND SOUTHWEST OF NE INGLE ROAD.

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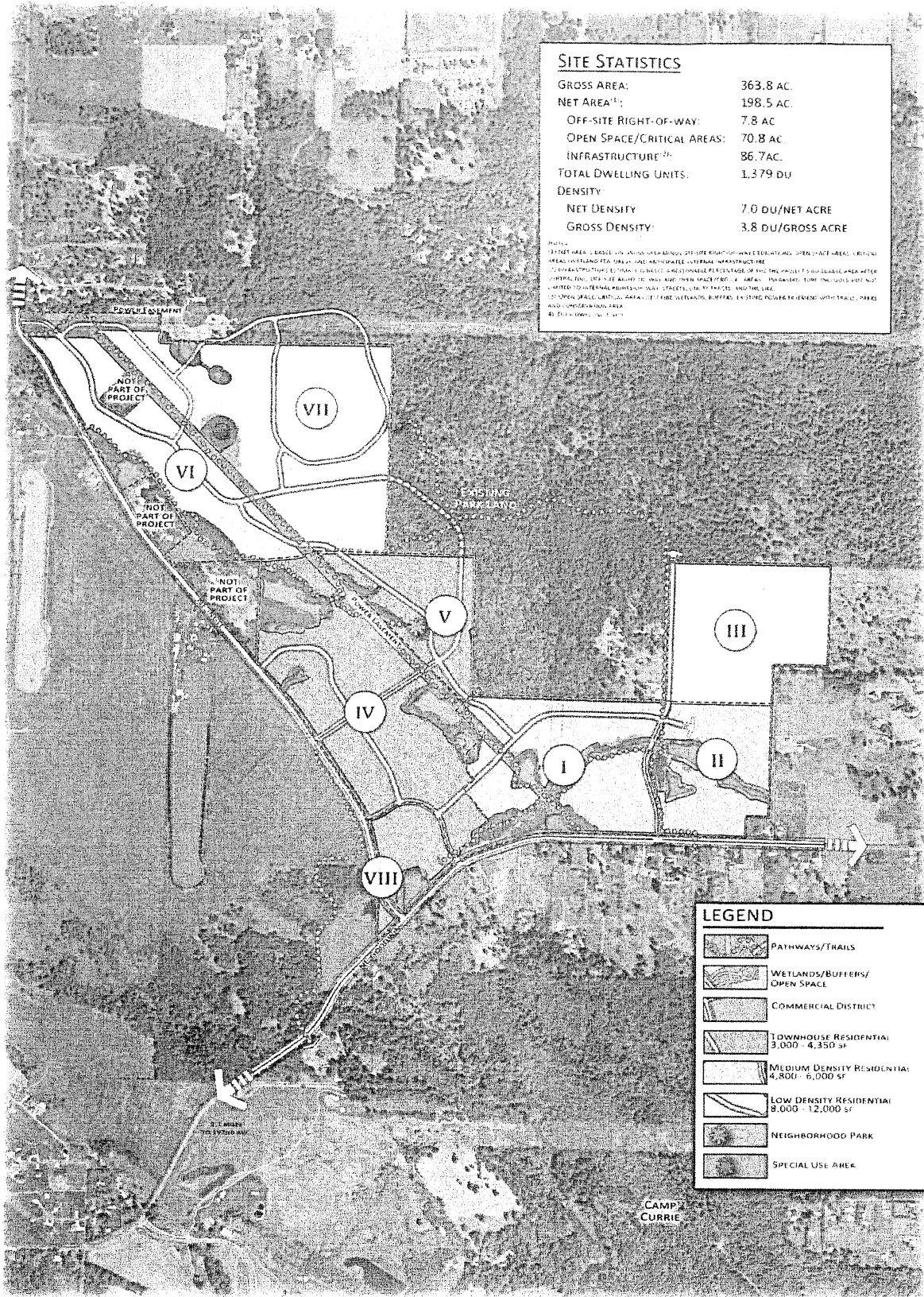
EXCEPTING THEREFROM THAT 2.073 ACRE TRACT OF LAND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE PLAT OF MOUNTAIN GLEN, BOOK J PAGE
199 OF CLARK COUNTY PLATS THENCE ALONG THE SOUTH LINE OF SAID PLAT OF MOUNTAIN
GLEN NORTH 89° 22' 54" WEST, 2186.15 FEET; THENCE SOUTH 13° 50' 13" WEST, 492.11 FEET TO
THE POINT OF BEGINNING; THENCE SOUTH 45° 55' 18" WEST, 305.61 FEET; THENCE NORTH 62°
38' 14" WEST, 145.43 FEET; THENCE NORTH 51° 26' 15" WEST, 125.38 FEET; THENCE NORTH 45°
43' 20" WEST, 367.97 FEET; THENCE SOUTH 44° 04' 39" WEST, 263.49 FEET TO THE POINT OF
BEGINNING;

CONTAINS 362.450 ACRES, MORE OR LESS.

THIS DESCRIPTION IS FOR AGREEMENT PURPOSES ONLY AND IS NOT INTENDED TO BE USED
IN THE TRANSFER OF REAL PROPERTY.

Legal Description covers all or portions of Clark County Tax Serial Numbers:

173213-000, 173212-000, 173193-000, 173158-000, 171780-000, 171727-000, 172341-000, 171730-000
171727-000, 171704-000, 172557-000, 172553-000, 172559-000, 173178-000, 172557-000, 172555-000



SITE STATISTICS	
GROSS AREA:	363.8 AC.
NET AREA ¹⁾ :	198.5 AC.
OFF-SITE RIGHT-OF-WAY:	7.8 AC.
OPEN SPACE/CRITICAL AREAS:	70.8 AC.
INFRASTRUCTURE ²⁾ :	86.7 AC.
TOTAL DWELLING UNITS:	1,379 DU
DENSITY:	
NET DENSITY:	7.0 DU/NET ACRE
GROSS DENSITY:	3.8 DU/GROSS ACRE

1) NET AREA: BASED ON 10% MINIMUM OFF-SITE RIGHT-OF-WAY SETBACKS, OPEN SPACE AREAS, BUFFER AREAS, AND LANDSCAPE TREES AND ADJACENT INTERNAL INFRASTRUCTURE.
 2) INFRASTRUCTURE: TOTAL TO BE PROVIDED INCLUDING PERCENTAGE OF THE PROJECT'S TOTAL LAND AREA WITH UTILITIES, INCLUDING TRAIL, AND OTHER OPEN SPACE AREAS. PROVIDED THAT THE TOTAL NET AREA LIMITED TO INTERNAL HIGHWAY, TRAIL, STREETS, UTILITY TRACES, AND THE LIKE.
 3) OPEN SPACE: LIMITED TO PARKS, TRAILS, WETLANDS, BUFFERS, EXISTING POWER FACILITY, TRAILS, PARKS AND CONSERVATION AREA.
 4) DU = DWELLING UNITS.

LEGEND	
	PATHWAYS/TRAILS
	WETLANDS/BUFFERS/ OPEN SPACE
	COMMERCIAL DISTRICT
	1,000 - 4,350 SF TOWNHOUSE RESIDENTIAL
	4,800 - 6,000 SF MEDIUM DENSITY RESIDENTIAL
	8,000 - 12,000 SF LOW DENSITY RESIDENTIAL
	NEIGHBORHOOD PARK
	SPECIAL USE AREA

Green Mountain Village

Master Plan

EXHIBIT "B"

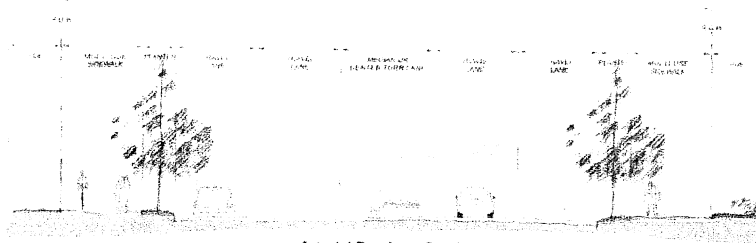


CAMAS WASHINGTON

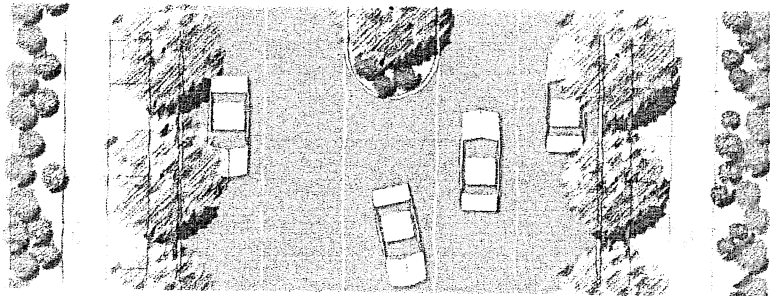
Lacamas Northshore

Camas, WA.

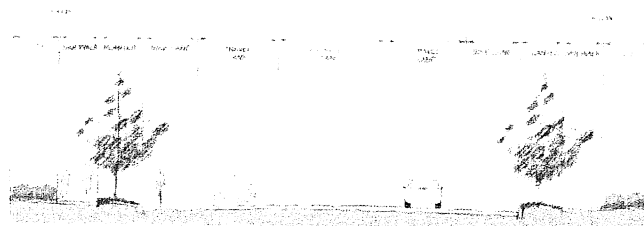
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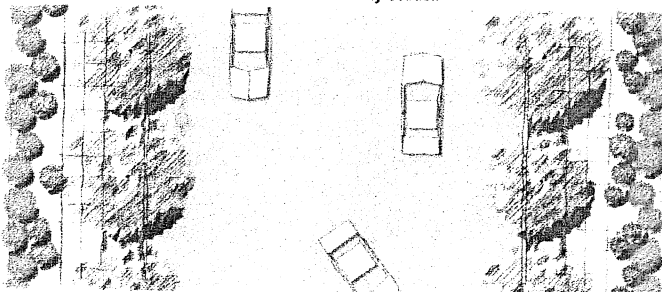
Arterial Roadway Section



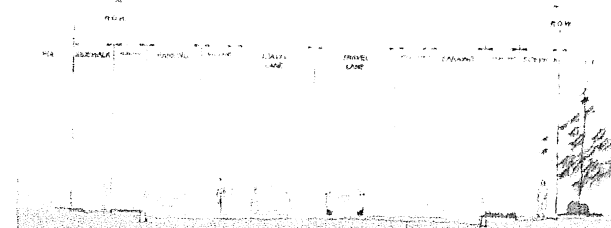
Arterial Roadway Plan



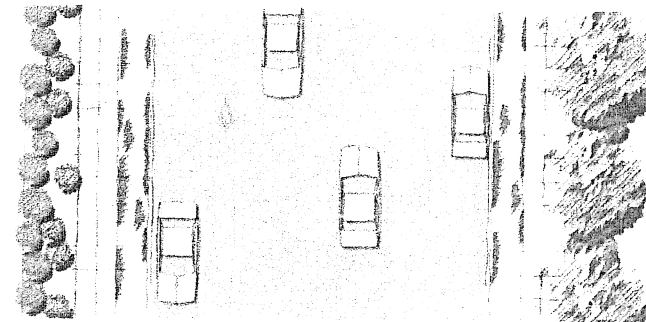
Collector Roadway Section



Collector Roadway Plan



Local Roadway Section



Local Roadway Plan

05-18-09

KIMBAL
LOGAN
ARCHITECTS

WHPacific

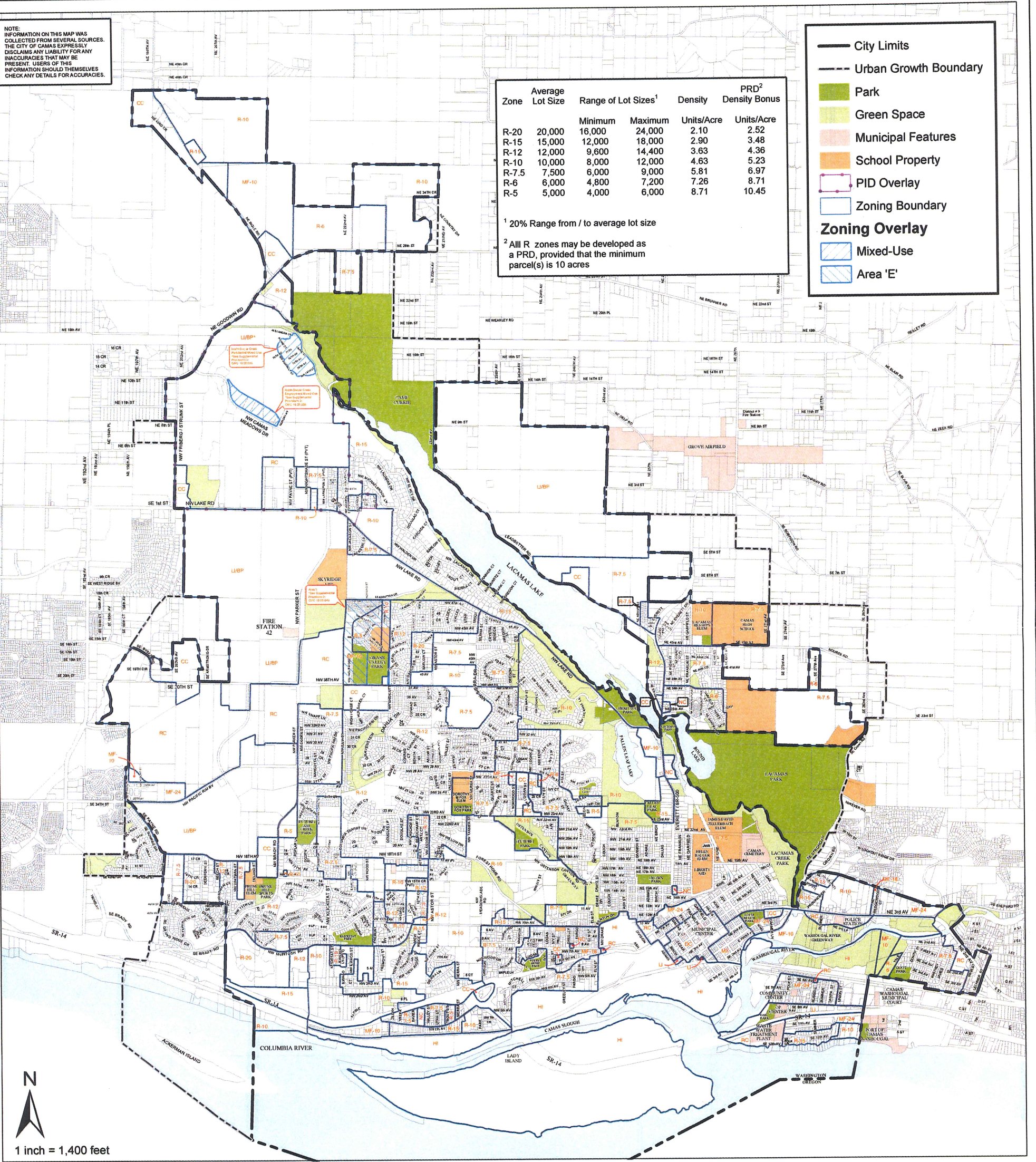
NOTE: INFORMATION ON THIS MAP WAS COLLECTED FROM SEVERAL SOURCES. THE CITY OF CAMAS EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES THAT MAY BE PRESENT. USERS OF THIS INFORMATION SHOULD THEMSELVES CHECK ANY DETAILS FOR ACCURACIES.

Zone	Average Lot Size	Range of Lot Sizes ¹		Density Units/Acre	PRD ² Density Bonus Units/Acre
		Minimum	Maximum		
R-20	20,000	16,000	24,000	2.10	2.52
R-15	15,000	12,000	18,000	2.90	3.48
R-12	12,000	9,600	14,400	3.63	4.36
R-10	10,000	8,000	12,000	4.63	5.23
R-7.5	7,500	6,000	9,000	5.81	6.97
R-6	6,000	4,800	7,200	7.26	8.71
R-5	5,000	4,000	6,000	8.71	10.45

¹ 20% Range from / to average lot size

² All R zones may be developed as a PRD, provided that the minimum parcel(s) is 10 acres

- City Limits
- Urban Growth Boundary
- Park
- Green Space
- Municipal Features
- School Property
- PID Overlay
- Zoning Boundary
- Zoning Overlay**
- Mixed-Use
- Area 'E'



The Zoning Map of the City of Camas

Amended by Ordinance (# 2569), December 7, 2009



zone09 12/1/09