

RESOLUTION NO. 1258

A RESOLUTION approving a Development Agreement between the City of Camas and Vanport Manufacturing Inc..

WHEREAS, Vanport Manufacturing Inc. is owner of certain real property located within the City of Camas (hereinafter referred to as "Vanport"); and

WHEREAS, the City of Camas and Vanport have negotiated a Development Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property; and

WHEREAS, the City Council has conducted a public hearing, as required by law, on the proposed Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the Development Agreement has been reviewed by the Director of Community Development and has been found to meet all 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:

Section I

That certain Development Agreement between the City of Camas and Vanport, relating to certain real property located with the City's municipal boundary, is hereby approved, and the Mayor is authorized and instructed to sign the Development 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 36.70(B).190.

ADOPTED by the Council of the City of Camas and approved by the Mayor this 22<sup>nd</sup> day of January, 2013.


SIGNED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

Clerk

APPROVED as to form:

  
\_\_\_\_\_  
City Attorney

When Recorded, Return to:

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

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "First Amended Agreement") is made and entered into by and between the City of Camas, a Washington Municipal Corporation, ("City"), and Vanport Manufacturing Inc (Vanport), collectively referred to as the "Parties";

### RECITALS

**WHEREAS**, Vanport owns or controls certain real property which is located in the City of Camas, Washington; and which is more fully described in the attached Exhibit A which is incorporated by reference herein ("Vanport Property"); and,

**WHEREAS**, Vanport (under its predecessor in interest to the property, Long Drive LLC) and the City previously entered into a development agreement ("Long Drive Agreement"), a copy of which is attached hereto as Exhibit B, addressing a variety of issues, including, but not limited to the vesting of development standards and transportation capacity and adoption of a master plan, (for a project known as "Ambiance") that would govern the development of the property covered by the Long Drive Agreement; and,

**WHEREAS**, In order to facilitate the development of that portion of property covered by the Long Drive Agreement, which was recently sold to Pedwar Development Group LLC ("Pedwar"), which seeks to construct a facility to manufacturer medical devices, the City is concurrently entering into a Development Agreement with Pedwar and amending the Long Drive Agreement to provide clear and predictable development standards to enable Pedwar to locate its facility within the City and to have consistent master plans for the development of the Pedwar and Vanport properties; and,

**WHEREAS**, the City also wishes to amend or clarify certain specific provisions provided for in the Long Drive Agreement to better reflect current conditions; and,

**WHEREAS**, Vanport wishes to confirm its consent to the amendments to the Long Drive Agreement master plan provided for in Exhibit C, specifically including those design changes proposed for the portion of the property to be developed by Pedwar; and

**WHEREAS**, the City finds that the amended master plan attached as Exhibit C, which amends the master plan provided for in the Long Drive Agreement, is consistent with the design and development standards applicable to the property subject to the Long Drive Agreement; and,

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

**WHEREAS**, the City, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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 is 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; and,

**WHEREAS**, the City is further authorized to enter into Development Agreement pursuant to Camas Municipal Code ("CMC") 18.55.340; and

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement**

This First Amended Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210 and CMC 18.55.340. It shall become a contract between Vanport and the City upon the City's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340 and execution of the Agreement by all Parties. This First Amended Development Agreement is subject to a State Environmental Policy Act Threshold Determination (Revised SEPA case file #06-04-05).

**Section 2. Effective Date and Duration of Agreement**

This First Amended Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties. The rights of the Long Drive Property to be developed under the master plan and development standards provided for in this First Amended Agreement, and any other rights provided for in the Long Drive Agreement, shall terminate on 12/31/2019, provided that any time periods specified in this First Amended Agreement shall be tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the First Amended Agreement.

**Section 3. Master Plan**

The master plan that was approved in conjunction with the Long Drive Agreement is amended as provided for in Exhibits C (Pedwar property) and D (Vanport Property), which are attached hereto and incorporated by reference herein. The "Description of the Proposed Development on this Property" provided for in Section 3 of the Long Drive Agreement shall be amended to provide for approximately 9 buildings, 140 condominium units and 29,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space and underground parking.

**Section 4. Transportation**

Due to the fact that all transportation improvements identified in the Long Drive Agreement are either funded or have been constructed, all of Section 8 (including Sections 8.1 through 8.3) of the Long Drive Agreement should be stricken in their entirety and shall have no further effect.

**Section 5. Plat Amendments**

Section 7 of the Long Drive Agreement shall be stricken in its entirety and shall have no further effect.

**Section 6. Waiver**

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 8. 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 9. Entire Agreement/Modifications**

This First Amended Agreement constitutes an agreement between and among the Parties with respect to the Long Drive Agreement; and except and unless a provision of the Long Drive

Agreement is specifically referenced and amended by this First Amended Agreement, all provisions of the Long Drive Agreement shall remain in full force and effect.

**Section 10. Captions**

The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.

**Section 11. Gender/Singular/Plural**

Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

**Section 12. 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 13. 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 14. Binding on Successors and Recording.**

This Agreement shall run with the land and be binding upon and inure to the benefit of 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.

**Section 15. 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 26. Amendments.**

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

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

CITY OF CAMAS, WASHINGTON

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

Vanport Manufacturing Inc.

By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

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 this instrument and acknowledged it as the \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_

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 this instrument and acknowledged it as the \_\_\_\_\_ of Vanport Manufacturing, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

A PARCEL OF PROPERTY LYING IN A PORTION OF SECTION 28 AND SECTION 29, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF CAMAS MEADOWS CORPORATE CENTER PHASE 1, A SUBDIVISION RECORDED IN BOOK 310 OF PLATS AT PAGE 691, CLARK COUNTY RECORDS SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST CAMAS MEADOWS DRIVE; THENCE NORTH 56°35'58" EAST ALONG THE SOUTHEASTERLY LINE OF SAID CORPORATE CENTER 60.00 FEET TO THE NORTH LINE OF NW CAMAS MEADOWS DRIVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT TRACT CONVEYED TO CITY OF CAMAS BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3380524 CLARK COUNTY RECORDS SAID POINT LYING ON A 405.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING INTO SAID CURVE OF SOUTH 33°24'02" EAST OF THIS POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF CAMAS TRACT THE FOLLOWING COURSES AND DISTANCES; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 141.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 63.00 FEET; THENCE SOUTH 04°31'09" EAST 225.73 FEET TO A 470.00 FOOT RADIUS CURVE TO THE LEFT; THENCE AROUND SAID 470.00 FOOT RADIUS CURVE TO THE LEFT 462.68 FEET; THENCE SOUTH 60°55'20" EAST 1322.03 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED AS PARCEL G IN THAT DEED CONVEYED TO LAKE DEVELOPMENT, INC., BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3465109, CLARK COUNTY RECORDS; THENCE NORTH 26°24'50" EAST ALONG THE WEST LINE OF SAID PARCEL G. 238.70 FEET; THENCE NORTH 45°32'21" WEST 56.43 FEET; THENCE NORTH 44°31'04" WEST 400.82 FEET; THENCE NORTH 56°22'01" WEST 462.25 FEET; THENCE NORTH 63°08'44" WEST 350.12 FEET; THENCE NORTH 57°05'57" WEST 238.78 FEET; THENCE NORTH 47°40'13" WEST 343.87 FEET TO A POINT WHICH BEARS NORTH 78°46'24" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 78°46'24" WEST 57.16 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT A PARCEL OF PROPERTY LYING IN A PORTION OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF CAMAS MEADOWS CORPORATE CENTER PHASE 1 A SUBDIVISION RECORDED IN BOOK 310 OF PLATS AT PAGE 691, CLARK COUNTY RECORDS SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST CAMAS MEADOWS DRIVE THENCE NORTH 56°35'58" EAST ALONG THE SOUTHEASTERLY LINE OF SAID OF CORPORATE CENTER 60.00 FEET TO THE NORTH LINE OF NW CAMAS MEADOWS DRIVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT TRACT CONVEYED TO CITY OF CAMAS BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3380524 CLARK COUNTY RECORDS SAID POINT LYING ON A 405.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING INTO SAID CURVE OF SOUTH 33°24'02" EAST OF THIS POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF CAMAS TRACT THE FOLLOWING COURSES AND DISTANCES; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 141.15 FEET; THENCE CONTINUING AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 63.00 FEET; THENCE SOUTH 04°31'09" EAST 225.73 FEET TO A 470.00 FOOT RADIUS CURVE TO THE LEFT; THENCE AROUND SAID 470.00 FOOT RADIUS CURVE TO THE LEFT 462.68 FEET; THENCE SOUTH 60°55'20" EAST 1322.03 FEET TO THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED AS PARCEL G IN THAT DEED CONVEYED TO LAKE DEVELOPMENT, INC., BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3465109, CLARK COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 26°24'50" EAST ALONG THE WEST LINE OF SAID PARCEL G 238.70 FEET; THENCE NORTH 45°32'21" WEST ALONG SAID WEST LINE 56.43 FEET; THENCE NORTH 44°31'04" WEST LEAVING SAID WEST LINE 78.53 FEET THENCE SOUTH 28°07'46" WEST 275.63 FEET TO THE NORTH LINE OF SAID CITY OF CAMAS TRACT; THENCE SOUTH 60°55'20" EAST ALONG SAID NORTH LINE 136.27 TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

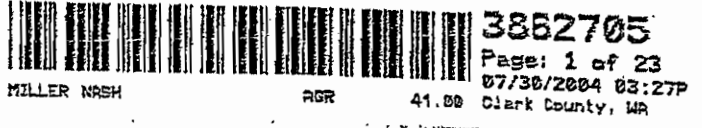
*First American Title*



A PARCEL OF PROPERTY LYING IN A PORTION OF SECTION 28 AND SECTION 29, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF CAMAS MEADOWS CORPORATE CENTER PHASE 1, A SUBDIVISION RECORDED IN BOOK 310 OF PLATS AT PAGE 691, CLARK COUNTY RECORDS SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF NORTHWEST CAMAS MEADOWS DRIVE; THENCE NORTH  $56^{\circ}35'58''$  EAST ALONG THE SOUTHEASTERLY LINE OF SAID CORPORATE CENTER 60.00 FEET TO THE NORTH LINE OF NW CAMAS MEADOWS DRIVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT TRACT CONVEYED TO CITY OF CAMAS BY DEED RECORDED IN AUDITOR'S FILE NUMBER 3380524 CLARK COUNTY RECORDS SAID POINT LYING ON A 405.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING INTO SAID CURVE OF SOUTH  $33^{\circ}24'02''$  EAST OF THIS POINT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID CITY OF CAMAS TRACT THE FOLLOWING COURSES AND DISTANCES; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 141.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE AROUND SAID 405.00 FOOT RADIUS CURVE TO THE RIGHT 63.00 FEET; THENCE SOUTH  $04^{\circ}31'09''$  EAST 225.73 FEET TO A 470.00 FOOT RADIUS TO THE LEFT; THENCE AROUND SAID 470.00 FOOT RADIUS CURVE TO THE LEFT 462.68 FEET; THENCE SOUTH  $60^{\circ}55'20''$  EAST 144.61 FEET; THENCE NORTH  $29^{\circ}04'40''$  EAST LEAVING SAID CITY OF CAMAS TRACT, 392.97 FEET; THENCE NORTH  $63^{\circ}08'44''$  WEST 83.31 FEET; THENCE NORTH  $57^{\circ}05'57''$  WEST 238.78 FEET; THENCE NORTH  $47^{\circ}40'13''$  WEST 343.87 FEET TO A POINT WHICH BEARS NORTH  $78^{\circ}46'24''$  EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH  $78^{\circ}46'24''$  WEST 57.16 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B



**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney  
Miller Nash LLP  
500 East Broadway, Suite 400  
PO Box 694  
Vancouver, WA 98666-0694

Grantor	:	Long Drive, LLC
Grantee	:	City Of Camas, Washington
Abbreviated Legal	:	NE ¼ Section 29 T2N R3E WM; W ½ Section 28 T2N R3E WM
Assessor's Tax Parcel Nos. :		Portions of 172955-000; 172963-000; 172964-000; 172970-000; 175934-000
Prior Excise Tax No.	:	
Other Reference No(s).	:	None

**DEVELOPMENT AGREEMENT**

**Effective Date:** July 27, 2004

**Parties:**

LONG DRIVE, LLC, a Washington limited liability company (hereinafter referred to as "Long Drive"); and

THE CITY OF CAMAS, WASHINGTON, a Washington municipal corporation (hereinafter referred to as the "City").

**Recitals:**

A. Long Drive owns or is acquiring certain real property within the City, preliminarily approved as Lot 8, Phase I of Camas Meadows Corporate Center, and Lots 8, 9, 10, 11, and 12, Phase II of Camas Meadows Corporate Center, hereinafter referred to as "the Property." The legal description for the Property as well as a parcel map and survey are attached hereto and incorporated herein by reference as Exhibit "A." At the time of the execution and approval of this Agreement all of the Property is subject to this Agreement.

B. The Property is currently zoned Light Industrial / Business Park ("LI/BP") and designated with the North Dwyer Creek Employment Mixed Use ("NDC EMXD") overlay pursuant to Title 18 of the Camas Municipal Code. The Property is in the City's North Dwyer Creek planning area.

C. For purposes of completing the development of the Property, Long Drive has applied for master plan approval pursuant to Chapter 18.20 of the Camas Municipal Code.

D. A trip generation report has been prepared by H. Lee & Associates and shows 208 p.m. peak hour trips for the development of the Property.

E. The parties desire to enter into this Development Agreement to govern the development of the Property, including vesting as to the permitted uses and allocating capacity in the transportation system for purposes of meeting concurrency requirements.

F. Pursuant to RCW 36.70B.170(1) and CMC 18.55.340, the parties are authorized to enter into a development agreement that sets forth development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to:

1.1 Set forth the development standards that will govern the development of the Property.

1.2 Vest the development of the Property under the development provisions of the Camas Municipal Code in effect at the time of the execution of this Agreement, including the permitted uses of the Property, while reserving the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

1.3 Allocate capacity in the transportation system for development of the Property for the purpose of meeting the concurrency requirements of the City's Comprehensive Plan and regulations.

2. Agreement. This Development Agreement governs and vests the development of the property described in Exhibit "A."

3. **Description of the Proposed Development on this Property.** The development on the Property (the "Ambiance Project") shall be a mixed use development including residential condominiums, professional office space, and restaurant/retail space on approximately 14.6 acres. The Ambiance Project is expected to include 12 buildings, with 158 residential condominiums, approximately 33,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space, and underground parking.

4. **Zoning and Permitted Uses.** The Property is zoned LI/BP with a NDC EMXD overlay pursuant to Chapters 18.07 and 18.20 of the Camas Municipal Code and designated as Light Industrial on the City's Comprehensive Plan.

4.1 The uses permitted in the LI/BP and NDC EMXD code sections shall be allowed on the Property, including the following specified uses. This list is not intended to limit the uses as otherwise permitted by the City's code.

(a) Multifamily development is permitted in the NDC EMXD.

(b) Professional office space is permitted in the LI/BP district.  
CMC 18.07.030 Table 1.

(c) A restaurant is permitted as a secondary use in the LI/BP district.  
CMC 18.07.030 Table 1.

(d) Spas and conference rooms are not expressly listed in Table 18.07.030-1, but may be permitted concurrent with this Development Agreement as accessory uses or unclassified uses.

(e) Open space is permitted in the LI/BP district. CMC 18.07.030 Table 1.

4.2 The Ambiance Project meets the performance standards for the NDC EMXD (CMC 18.20.035) by meeting both the community's employment needs and housing needs:

(a) Over 50 percent of the Ambiance Project's area is to be developed with uses other than housing: professional office, a restaurant, a spa, conference rooms, and open space.

(b) The housing density is approximately 10.8 units per net acre, within the permitted range.



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(c) No residential development is located on the ground floor of mixed-use buildings or in stand along buildings along Camas Meadows Drive.

(d) The residential component of the Ambiance Project will occur concurrent with or after the employment component of the development.

(e) The cumulative of all secondary commercial development will have a maximum floor area equal to 25 percent of the gross floor area of the primary and secondary LI/BP uses.

(f) The employment portion of the Ambiance Project will provide a comparable number of employment opportunities per developable acre of employment area as would have occurred under the LI/BP base zone.

5. Development Standards. The development standards the City previously approved for Phase II of the Camas Meadows Corporate Center shall control the Ambiance Project. These standards are shown in the table attached as Exhibit "B."

6. Design Review and Master Plan Approval. The City's Design Review Committee has determined that the Ambiance Project master plan is generally consistent with the guidelines and principles in Chapter 18.19 CMC. A copy of the master plan is attached as Exhibit "C." Through this Development Agreement, the City approves the master plan as generally consistent with Chapter 18.19 CMC. The City Staff will review and approve the final details of the master plan design for consistency with Chapter 18.19 CMC prior to the issuance of building permits for the Ambiance Project.

7. Plat Amendments for Camas Meadows Corporate Center.

7.1 Phases I and II. The subdivision of Camas Meadows Corporate Center was preliminarily approved as a phased plat. A portion of the Property is located in the area that was preliminarily approved as Phase I (Lot 8 of Phase I), and no final plat has been recorded for this portion of the Property. Through a minor plat amendment approved concurrent with this Development Agreement (CMC 17.11.050), Lot 8 of Phase I is incorporated into Phase II and will be governed by the Phase II development standards. This incorporation will be memorialized with the recording of the final plat for Phase II.

7.2 Reconfiguration of Lots. Through a minor plat amendment approved concurrent with this Development Agreement, the City approves the reconfiguration of the lots as shown in Exhibit "D."



8. Allocation of Transportation Capacity for the Ambiance Project.

8.1 Trips Generated under the North Dwyer Creek Master Plan Approval. The City previously identified vehicle trips generated from the build-out of property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate 40,200 average daily trips, 6,100 a.m. peak hour trips and 5,000 p.m. peak hour trips.

8.2 Trips Allocated to the Ambiance Project. As part of the planning process for the Ambiance Project, a trip generation report was completed by H. Lee & Associates to determine the average daily trips and p.m. peak hour trips generated by the development. According to this traffic report, the number of average daily trips is 2,041 and the number of p.m. peak hour trips is 208. Through this Development Agreement, the City allocates for the Ambiance Project transportation capacity consistent with this number of trips for purposes of transportation concurrency. This traffic capacity shall be reserved for the term of this Development Agreement.

8.3 Traffic Mitigation for the Ambiance Project. The City previously identified transportation improvements to mitigate traffic impacts from the build-out of the property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate the warrants or potential warrants of up to eight (8) intersections. Upon closer examination, it is likely that only three (3) intersection improvements would meet warrants within the term of this Development Agreement. These intersections are: (1) NE Goodwin Road at either NW Friberg or NW Camas Meadows Drive; (2) NW Payne Road and NW Lake Road or the intersection west thereof (as shown in the Dwyer Creek Master Plan); and (3) NW Friberg Road at approximately half-way up from NW Lake Road (also as shown in the North Dwyer Creek Master Plan). The estimated cost of these intersections is \$800,000.00.

The North Dwyer Creek Master Plan and the traffic report submitted by H. Lee & Associates indicate that future development would pay a proportionate share of the costs of needed improvements.

Given the estimated numbers of p.m. peak hour trips generated by the project (208) and the p.m. peak hour trips generated at full build-out (5,000), the project's proportionate share is 4.16 %. Therefore, Long Drive shall pay 4.16 % of the costs of the improvements described in this section, or \$33,280.00, to the City.

9. Impact Fees. Long Drive shall pay the appropriate impact fees, determined at the time of building permit issuance, as required by Camas Municipal Code Chapter 3.88.



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- 10. **System Development Charge Credits.** The City shall provide Long Drive with system development charge credits for any and all eligible water and sewer system improvements made by Long Drive, according to the Camas Municipal Code.
- 11. **Impact Fee Credits and Latecomer Fees.** Nothing contained in this Agreement shall preclude Long Drive from receiving impact fee credits to the extent available under the terms of Chapter 3.88 of the Camas Municipal Code and/or latecomer fees pursuant to a latecomer agreement.
- 12. **Vesting.** The parties agree that Long Drive's project on the Property vests as to the permitted uses and development standards described herein as of the time of the execution of this Development Agreement. This Development Agreement and the development standards in this Agreement govern during the term of this Agreement, or for all or that part of the build-out period specified in this Agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation adopted after the effective date of the agreement. Any permit or approval issued by the City after the execution of this Development Agreement must be consistent with the Development Agreement. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and safety.
- 13. **Conforming Use.** Notwithstanding any future change in the comprehensive plan or zoning designation for the Property, the City acknowledges and agrees that so long as any future uses of the Property are provided for in Section 4 of this Agreement, such uses shall be and remain conforming uses.
- 14. **Run with the Land.** This Development Agreement shall be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor.
- 15. **Term.** The term of this Development Agreement shall be fifteen (15) years. The parties may mutually agree to extend the term. No City design reviews or land use approvals will expire during the term of this Development Agreement.
- 16. **Attorneys Fees.** In the event a suit, proceeding, arbitration or action of any nature whatsoever is instituted, or the services of any attorney are retained to enforce any term, condition, or covenant of this Development Agreement, or to procure an adjudication, interpretation or determination of the rights of the parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal, which sum shall be included in any judgment or decree entered



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therein and such amounts awarded shall be in addition to all other amounts provided by law.

17. Incorporation by Reference. The following items are hereby incorporated by reference into this Development Agreement:

(a) Camas SEPA case file #05-00-07 for the North Dwyer Creek Master Plan and Ordinances;

(b) Camas SEPA case files #02-99-07 for the Camas Meadows Corporate Center, Phase II.

(c) Camas SEPA case file #06-04-05 for the Ambiance Project.

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

19. Amendment. In the event the parties mutually agree that an amendment to a provision of this Development Agreement is necessary, the amendment shall be reduced to writing and shall be reviewed by the City at a duly scheduled public hearing. Upon approval of the amendment, the City shall adopt a resolution along with the amendment. The amendment becomes effective upon adoption of the resolution and recordation with the Clark County Auditor.

DATED this 27 day of July, 2004.

CITY OF CAMAS

LONG DRIVE, LLC

By: Paul Dennis  
Name: Paul Dennis  
Title: Mayor

By: Rick R. Bowler  
Name: Rick R. Bowler  
Title: MEMBER

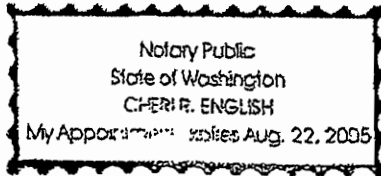
State of Washington )  
  ) ss.  
County of Clark )

On this 27<sup>th</sup> day of July, 2004, before me personally appeared Rick Bowler, to me known to be the MEMBER of LONG DRIVE, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes



therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: July 27, 2004.



Cheri English  
 Notary Public for Washington

CHERI ENGLISH  
 (Printed or Stamped Name of Notary)  
 Residing at Camas WA  
 My appointment expires: 8/22/05

State of Washington )  
 ) ss.  
 County of Clark )

On this 27 day of July, 2004, before me personally appeared Paul Dennis, to me known to be the Mayor of the CITY OF CAMAS that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 7/27, 2004.

Sandra G. Watrous  
 Notary Public for Washington

Sandra G. Watrous  
 (Printed or Stamped Name of Notary)  
 Residing at Washougal  
 My appointment expires: 1-14-06





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Clark County, WA

EXHIBIT "A"

LEGAL DESCRIPTION, PARCEL MAP, AND SURVEY

DEVELOPMENT AGREEMENT  
EXHIBIT "A"

(7/20/2004 9:41 AM)  
VANDOC5:50049056.7



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 Clark County, WA

MILLER WASH

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LAND SURVEYORS  
 ENGINEERS

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

LEGAL DESCRIPTION FOR RICK BOWLER  
 Camas Meadows Golf Course Parcel

April 14, 2004

A parcel of property lying in a portion of Section 28 and Section 29, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet to the TRUE POINT OF BEGINNING;

THENCE around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records;

THENCE North 26° 24' 50" East, along the West line of said Parcel/G, 238.70 feet;



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41.00 Clark County, WA



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ENGINEERS

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1111 Broadway  
Vancouver, WA  
98660

THENCE North 45° 32' 21" West 56.43 feet;

THENCE North 44° 31' 04" West 400.82 feet;

THENCE North 56° 22' 01" West 462.25 feet;

THENCE North 63° 08' 44" West 350.12 feet;

THENCE North 57° 05' 57" West 238.78 feet;

THENCE North 47° 40' 13" West 343.87 feet to a point which bears North 78° 46' 24" East from the TRUE POINT OF BEGINNING;

THENCE South 78° 46' 24" West 57.16 feet to the TRUE POINT OF BEGINNING.

EXCEPT:

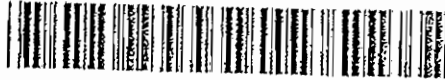
A parcel of property lying in a portion of Section 28, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly, Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to the City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet;



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Clark County, WA

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ENGINEERS

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Vancouver, WA  
98660

THENCE continuing around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;

THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 13.80 acres, more or less.





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Clark County, WA

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ENGINEERS

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Vancouver, WA  
98660

LEGAL DESCRIPTION FOR RICK BOWLER  
Camas Meadows Golf Course 34,000 S.F. Parcel

April 14, 2004

A parcel of property lying in a portion of Section 28, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly, Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to the City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet;

THENCE continuing around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;



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1111 Broadway  
Vancouver, WA  
98660

THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 34000 square feet, more or less.





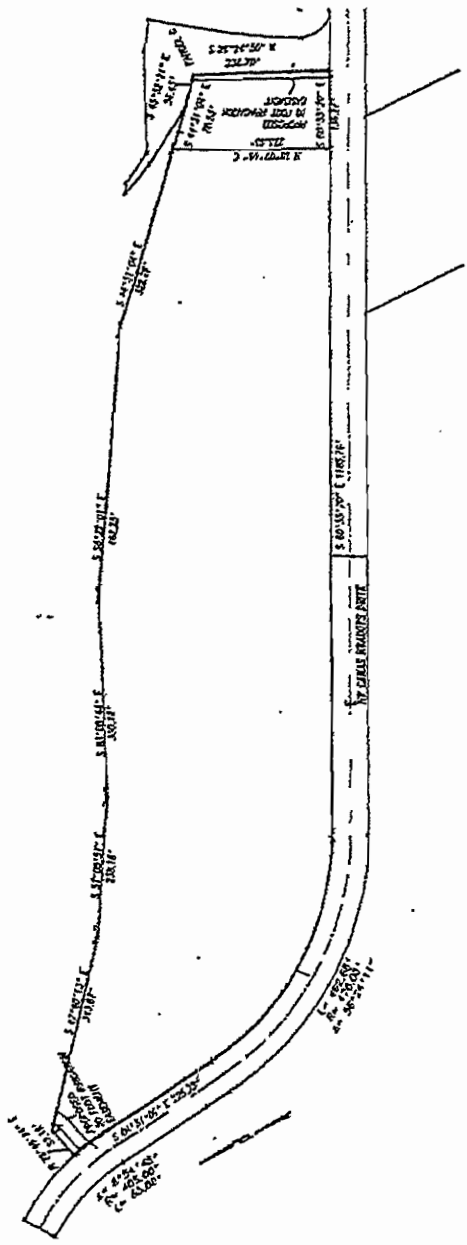
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Clark County, WA

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Clark County, MO

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EXHIBIT "B"

DEVELOPMENT STANDARDS

DEVELOPMENT AGREEMENT  
EXHIBIT "B"

(7/20/2004 9:41 AM)  
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Clark County, WA

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# Camas Meadows Corporate Center

## Proposed Lot Development Standards

Development Standards Proposed Amendments (PID) CMC 18.54.100	Proposed Standard	Proposed Standard
	Tier I lots (< 5 Acres)	Tier II (> 5.1 Acres)
<b>Lot Standards:</b>		
Minimum Lot Size	2 Acres	5 1/2 Acres
Minimum Average Lot Width	200 Feet	200 Feet
Minimum Average Lot Depth	200 Feet	200 Feet
Minimum Front Yard Setback Parking	40 Feet <sup>1</sup>	50 Feet <sup>1</sup>
Minimum Front Yard Setback Building	40 Feet <sup>2</sup>	50 Feet <sup>2</sup>
Minimum Side Yard Setback	20 Feet <sup>4</sup>	20 Feet <sup>4</sup>
Minimum Rear Yard Setback	10 Feet <sup>5</sup>	10 Feet <sup>5</sup>
Minimum Street Side Yard Setback Parking	20 Feet <sup>3</sup>	20 Feet <sup>3</sup>
Minimum Street Side Yard Setback Building	20 Feet <sup>2</sup>	20 Feet <sup>2</sup>
Minimum Landscape Area	15 %	15 %
<b>Building Standards:</b>		
Lot Coverage	50%	50%
Building Separation	Per UBC	Per UBC
Parking Standards	Per Table 18.54.031C <sup>3</sup>	Per Table 18.54.031C <sup>3</sup>
Height Restrictions Setbacks Increase 1 Foot Horizontal For Each Additional 1 Foot of Vertical Building Elevation Over 50 Feet	60 Feet	60 Feet

1. Front yard setbacks shall be enhanced with a (Type A Landscape Buffer).
2. Any structure regardless of location shall have a minimum 15 foot landscape area along facades facing any street and a minimum 10 foot landscape area on all other building elevations. The landscape area may include live plantings, pedestrian access, pedestrian plazas, fountains, sculpture and signage.
3. The Planning Director may adjust parking requirements to reflect actual parking requirements.
4. Side yard setbacks shall be enhanced with a (Type B or Type C Landscape Buffer)
5. Rear yard setbacks shall be enhanced with a (Type B, Type C or Type D Buffer)

**Note:**

The above standards are proposed to be implemented through the City of Camas Planned Industrial Development Overlay (PID) Ordinance 18.54.100.



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EXHIBIT "C"

MASTER PLAN

DEVELOPMENT AGREEMENT  
EXHIBIT "C"

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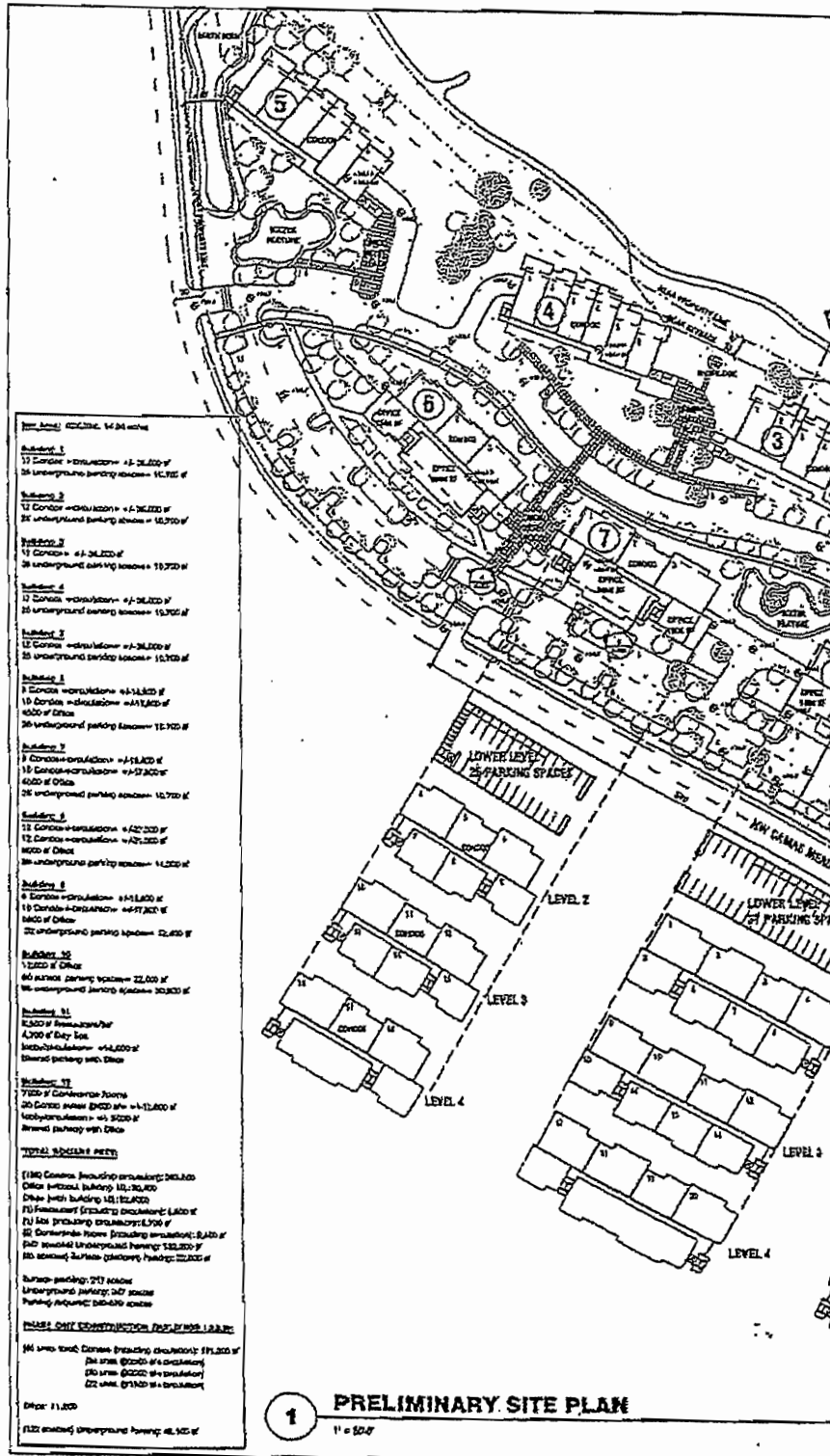
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 Clark County, NR

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Site Area: 600,000 sq ft

**Building 1**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 2**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 3**  
 11 Corridor + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 4**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 5**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 6**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 7**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 8**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 9**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 10**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 11**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

**Building 12**  
 11 Corridor + circulation + 1,000,000 sq ft  
 20 underground parking spaces = 10,700 sq ft

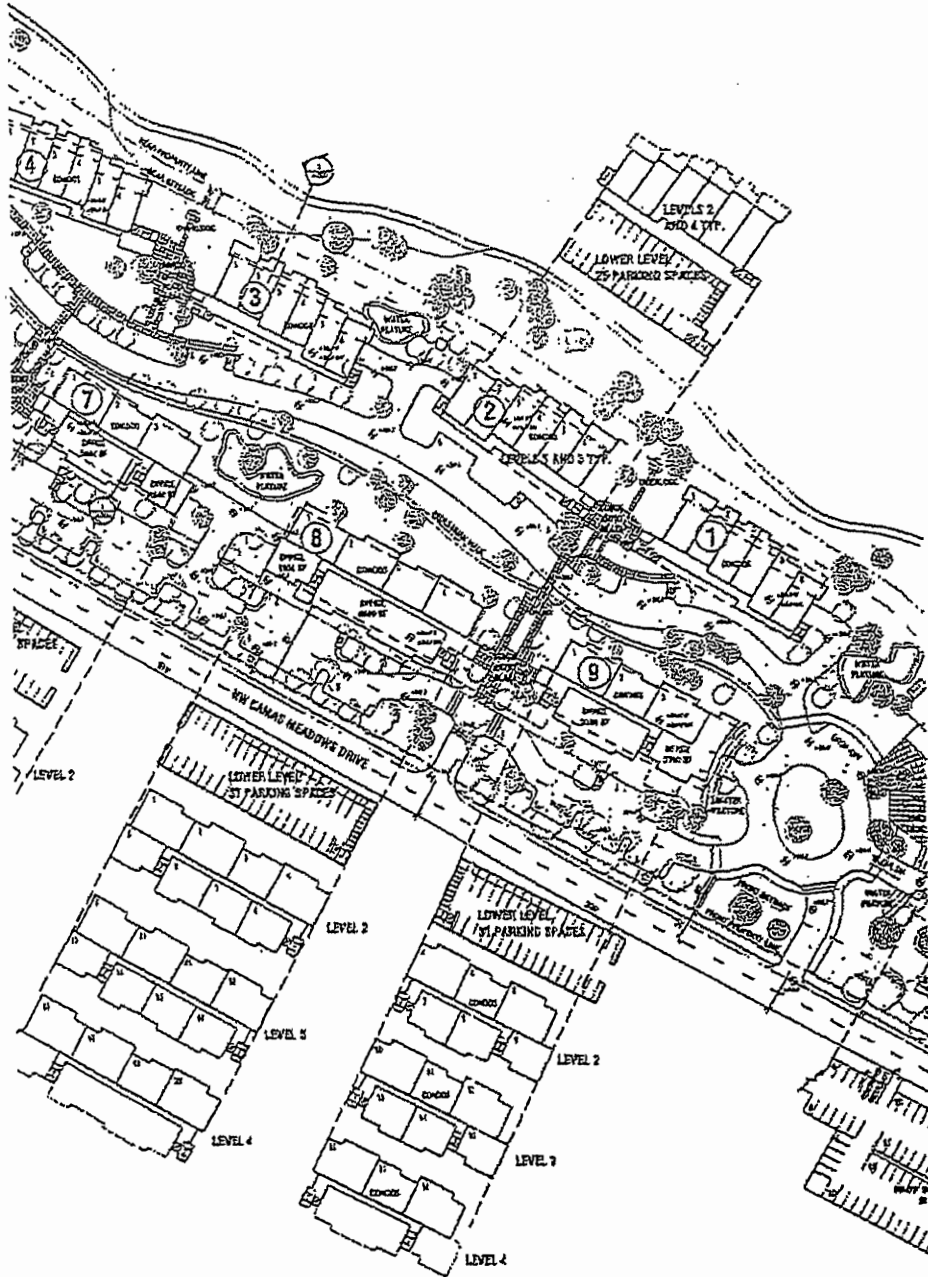
**TOTAL BUILDING FEET**  
 1,100,000 Corridor + circulation + 1,100,000 sq ft  
 200,000 Office + retail building 10,000 sq ft  
 200,000 Drive with building 10,000 sq ft  
 100,000 Retail building 10,000 sq ft  
 100,000 Commercial + circulation 10,000 sq ft  
 200,000 Office + circulation 10,000 sq ft  
 200,000 Office + circulation 10,000 sq ft  
 200,000 Office + circulation 10,000 sq ft

**Surface parking: 275 spaces**  
 Underground parking: 207 spaces  
 Parking required: 280-350 spaces

**DESIGN ONLY CONSTRUCTION PER DESIGN L.S. PER:**  
 100,000 Corridor + circulation + 1,000,000 sq ft  
 100,000 Office + circulation 10,000 sq ft  
 100,000 Office + circulation 10,000 sq ft  
 100,000 Office + circulation 10,000 sq ft

**Other: 11,000**  
 112,000 Corridor + circulation + 1,100,000 sq ft

**1 PRELIMINARY SITE PLAN**  
 1" = 50'-0"



TE PLAN



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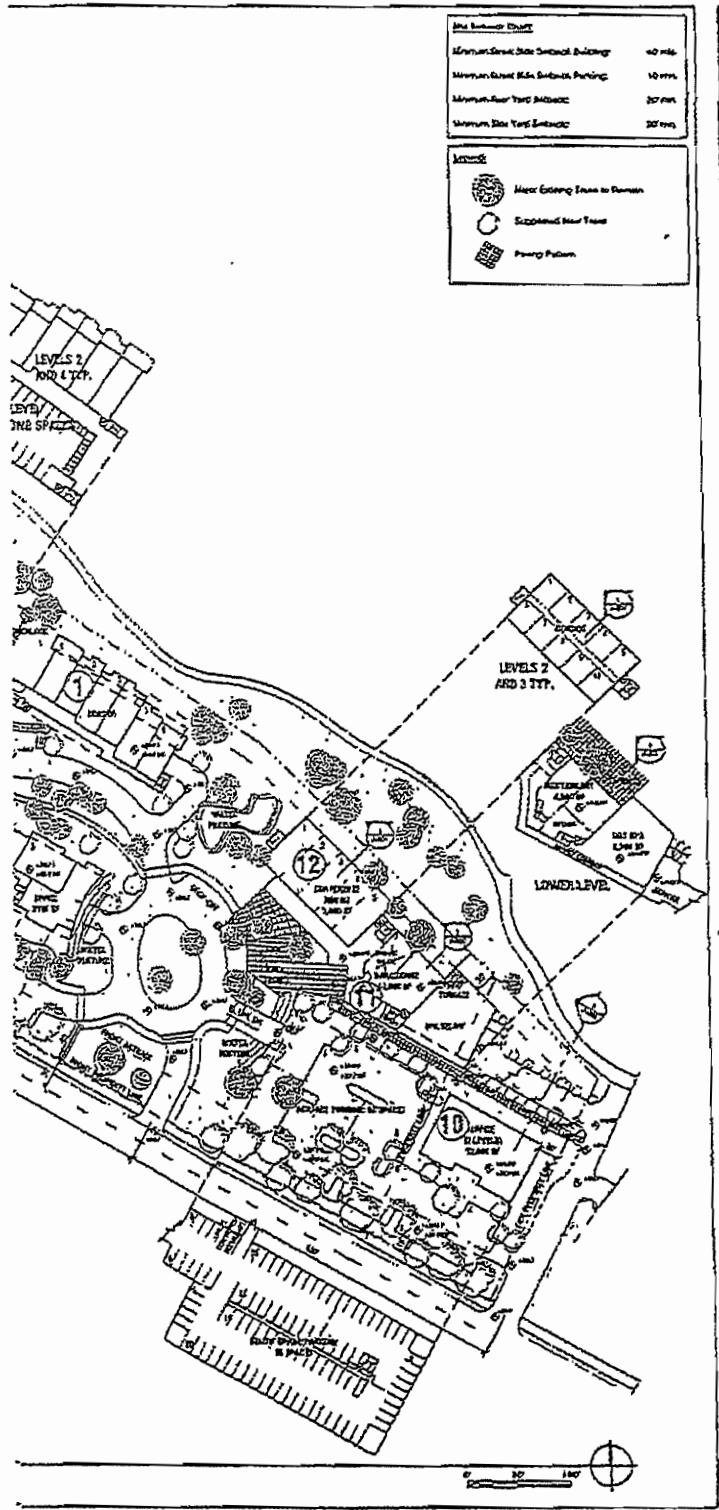
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41.00 Clark County, WA



**FFA**

FRANCIS F. FAY, P.E.  
ARCHITECTURE, PLANNING & ENGINEERING  
1000 1st Street, Suite 200, Walla Walla, WA 99157  
Phone: (509) 865-1111 Fax: (509) 865-1112  
www.ffa.com

### Ambiance

1177 Cornus Meadows Dr.  
Cornus, WA

#### DESIGN REVIEW

PROJECT NUMBER	10000
DATE	04/20/04
TITLE	
APPROVED	
PREPARED BY	
DATE	
REVISIONS	

SITE PLAN  
**A1.00**



3862705

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Clark County, WA

EXHIBIT "D"

LOT RECONFIGURATION

DEVELOPMENT AGREEMENT  
EXHIBIT "D"

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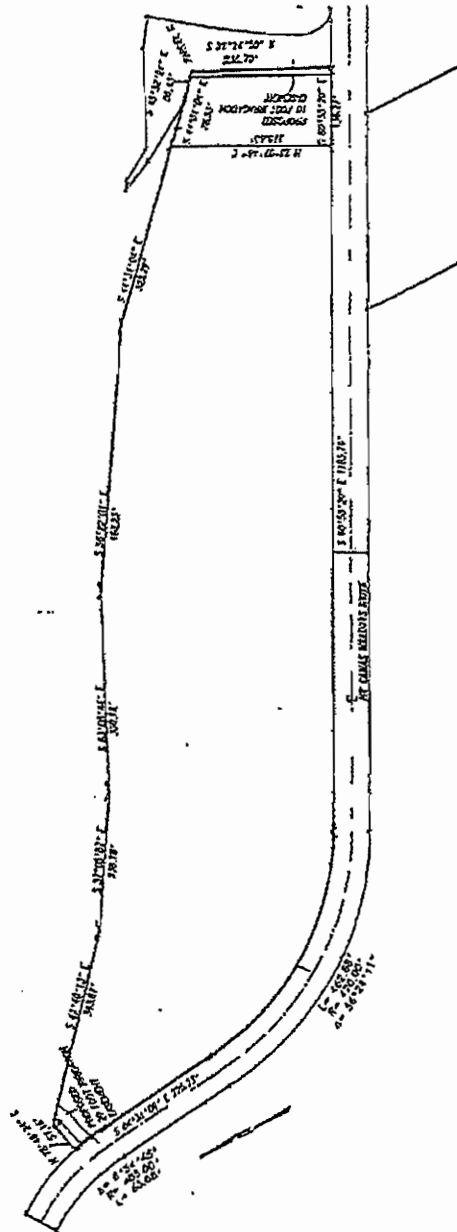
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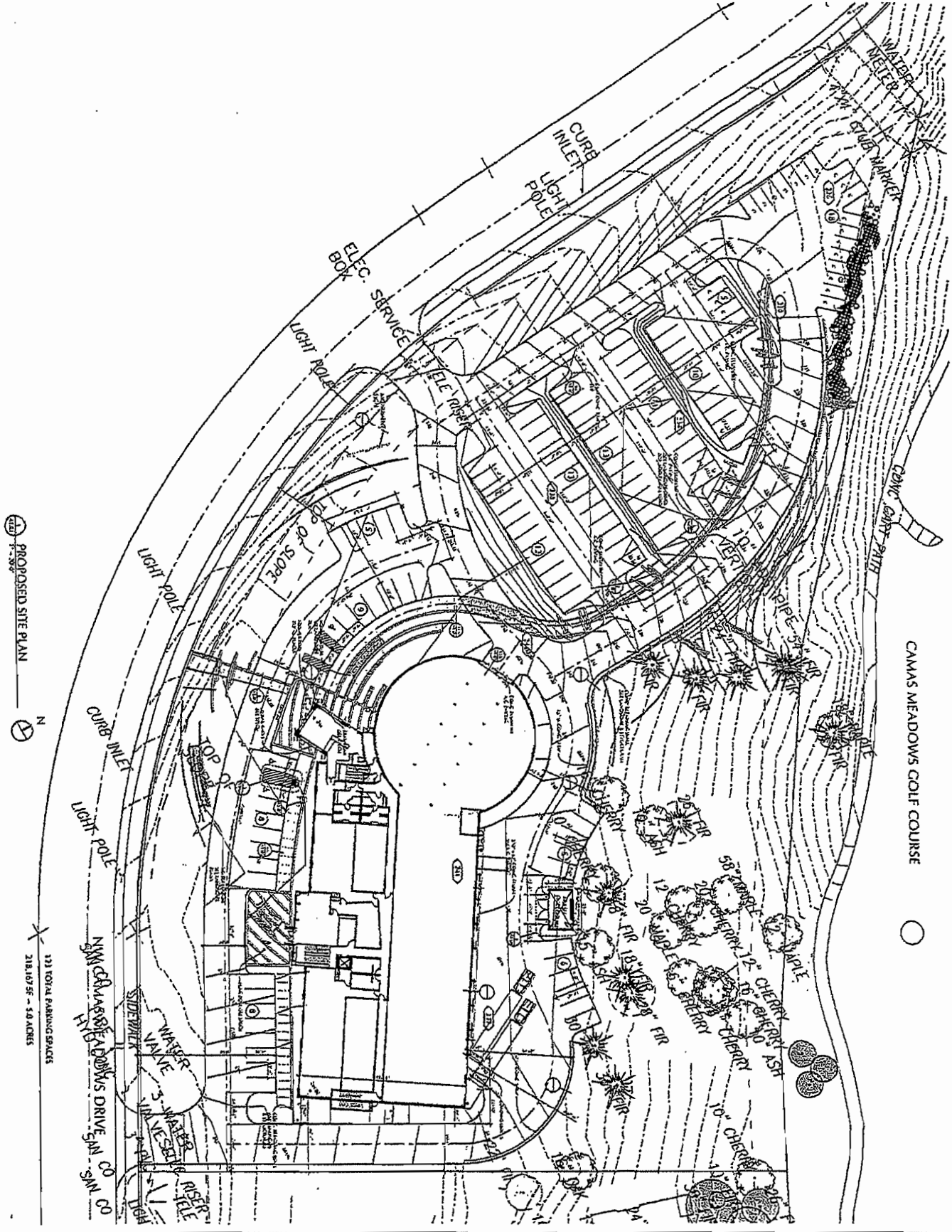
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# Exhibit "C"

DATE: 11/15/05  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]



PROPOSED SITE PLAN



122 TOTAL PARKING SPACES  
 218,107.56 - 14.48MS

A1.01

NO.	DATE	DESCRIPTION
1	11/15/05	PROPOSED SITE PLAN
2		
3		
4		
5		
6		
7		
8		
9		
10		

**AlphaTec Office & Manufacturing Building**  
 CAMAS MEADOWS DRIVE  
 CAMAS, WASHINGTON 98607

**ANKROM MOISAN**  
 ARCHITECTURE INTERIOR PLANNING  
 4700 UNIVERSITY AVENUE, SUITE 200  
 SEASIDE, WASHINGTON 98148