

RESOLUTION NO. 1277

A RESOLUTION approving a Development Agreement between the City of Camas and multiple property owners collectively known as Lacamas Northshore.

WHEREAS, Mills Family, LLC, Shane T. and Melissa A. McGuffin, Eric J. and Amber F. Ware, Gail Gregg and Gerrick Weakley, David W. and Alexis R. Mason, Roy J. and Judy A. Ware, Edward and Jacqueline Sue Buma, Merle E. Cisney, Trustee of the Cisney Living Trust dated October 16, 1997, Robert A. and Debra S. Cisney, Johnston Dairy, LLC, and Edward C. Borowski are owners of certain real property located within the City of Camas (hereinafter referred to as "Lacamas Northshore"); and

WHEREAS, the City of Camas and Lacamas Northshore 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:

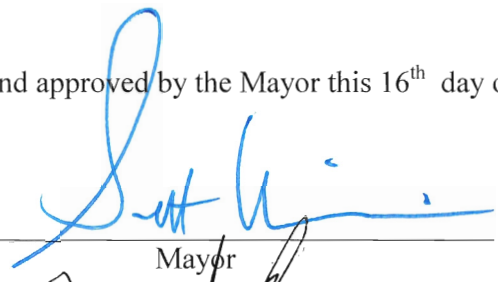
Section I

That certain Development Agreement between the City of Camas and Lacamas Northshore, 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.

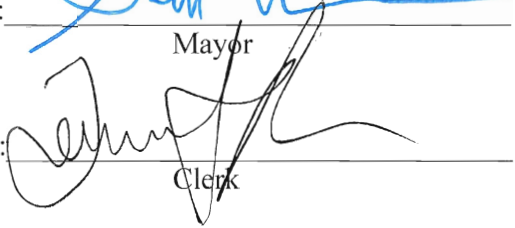
Section II

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 16th day of September, 2013.

SIGNED: 

Mayor

ATTEST: 

Clerk

APPROVED as to form:



City Attorney

5032256 AGR

RecFee - \$110.00 Pages: 39 - JAMES HOWSLEY
Clark County, WA 11/20/2013 11:02

Return Address:

James D. Howsley, Esq.
Jordan Ramis, P.C.
1499 SE Tech Center Place #380
Vancouver, WA 98663

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)
(RCW 65.04)

Please print or type information

<p>Document Title(s) (or transactions contained therein): Development Agreement Lacamas Northshore Properties</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p><input type="checkbox"/> Additional reference #'s on page _____ of document.</p>
<p>Grantor(s) (Last name first, then first name and initials):</p> <ol style="list-style-type: none"> 1. Mills Family, LLC, an Oregon limited liability company 2. McGuffin, Shane T. & Melissa A. 3. Ware, Eric J. & Amber F. 4. Gail Gregg and Gerrick Weakley 5. Mason, David W. & Alexis R. 6. Ware, Roy J. and Judy A. 7. Buma, Edward & Jacqueline Sue 8. Cisney, Merle E., Trustee of the Cisney Living Trust dated October 16, 1997 9. Cisney, Robert A. & Debra S. 10. Johnston Dairy, L.L.C., a Washington limited liability company 11. Borowski, Edward C. <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials): City of Camas</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Legal Description (abbreviated: i.e. lot, block, plat or section, township, range): PTN of SEC 27, SEC 34, & SEC 35, T2N, R3E, W.M.</p> <p><input checked="" type="checkbox"/> Additional legal is on page <u>Exhibit A-1 & A-2</u> of document.</p>
<p>Assessor's Property Tax Parcel/Account Number: 175712-000; 175713-000; 175717-000; 175720-000; 175724-000; 175725-000; 175726-000; 175727-000; 175733-000; 175747-000; 175752-000; 175772-000; 177884-000; 177885-000; 177891-000; 177903-000; 177904-000; 178171-000; 178175-000; 178180-000</p> <p><input type="checkbox"/> Assessor Tax # not yet assigned.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

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;

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 Lacamas Northshore relates to the zoning and future development of the Property.

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 will become a contract between Lacamas Northshore 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 will 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 7. Medium Intensity Shoreline Area. . In consideration for the creation of the Medium Intensity Shoreline Area as shown on Exhibit "B" with the Comprehensive Plan designation of commercial and a zoning designation of community commercial , the owners of said property (the Mills Family) agree to dedicate in perpetuity to the City the two hundred foot wide strip of property from the ordinary high-water mark of Lacamas Lake depicted in Exhibit B as Open Space and/or future Park. Dedication under this section will occur concurrently with the recording of this Agreement.

Section 8. Significant Views. The properties owned by Lacamas Northshore border Lacamas Lake on the North. Lacamas Lake and the public areas surrounding it are an important scenic area that contributes to defining the character of the City of Camas. Lacamas Northshore recognizes and agrees that to the extent reasonable and as required by the Camas Municipal Code, development within the Lacamas Northshore area will be designed and implemented with the intent to preserve public views. The Camas Comprehensive Plan states that development should maintain compatible use and design with the surrounding built and natural environment when considering new development or redevelopment. The Comprehensive Plan states that the City should preserve the scenic aesthetic quality of public areas, public shoreline areas and public vistas to the extent feasible and reasonable. As such, any development application under this agreement will include a mitigation plan, prepared and reviewed in accordance with CMC 16.33, which meets the requirements of the Code. Compliance with this section will 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. Further, any application for a Forest Resources Permit under RCW Chapter 76.09 for any property within the Lacamas Northshore area shall be subject to CMC 18.31.020(J) and comply with all additional requirements of CMC Chapter 18.31.

Section 9. New Road Arterial and Leadbetter Road Transition. The Owners and the City further recognize that it is the intent of the City, consistent with the Camas Parks and Recreation Plan, to create a new arterial through Lacamas Northshore to the north and Leadbetter Road will be converted or modified to establish a recreation corridor along the northshore of Lacamas Lake.

Section 10. Historic Houses. The City recognizes the significance of the historic house and associated buildings located on parcel 175720-000. The owners of parcel 177885-000 are also pursuing a historic designation with the State of Washington and Clark County for the house on this parcel. And while the properties will be regulated and developed in accordance with the applicable shoreline master program, the City will use best efforts, in their sole discretion, in working with the property owners to allow existing houses to remain in viable economic use, including but not limited to parking areas, trails, and access for motor vehicles to a public road or roads.

Section 19. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and will be so construed.

Section 20. Amendments. This Agreement may only be amended by mutual agreement of the parties.

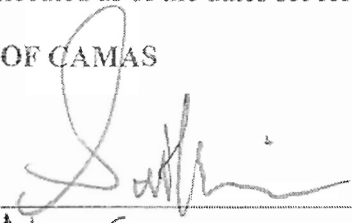
Exhibits:

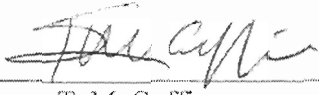
- Exhibit A: Legal Description of Property
- Exhibit B: Conceptual Master Plan
- Exhibit C: Proposed Use List
- Exhibit D: Streetscape Standards

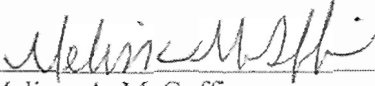
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

CITY OF CAMAS


Parcel No. 175712-000 (McGuffin)

By: 
Title Mayor


Shane T. McGuffin
Date signed SEPT 30, 2013


Melissa A. McGuffin
Date signed 9/30/2013

Parcel No. 175717-000 (Ware, Eric & Amber)


Eric J. Ware
Date signed 10/2/13


Amber F. Ware
Date signed 10-30-13

Parcel No. 175752-000 (Ware, Roy & Judy)

Roy J. Ware
Roy J. Ware
Date signed Oct. 2, 2013

Judy A. Ware
Judy A. Ware
Date signed 10-2-13

Parcel No. 175772-000 (Buma)

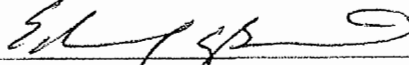
Edward Buma
Edward Buma
Date signed 10-7-13

Jacqueline A. Buma
Jacqueline Sue Buma
Date signed 10/4/13

Parcel No. 178171-000 (Cisney Living Trust)

By: Merle E. Cisney
Merle E. Cisney, Trustee of the Cisney
Living Trust dated October 16, 1997
Date signed 9/24/13

Parcel No. 175713-000 (Borowski)



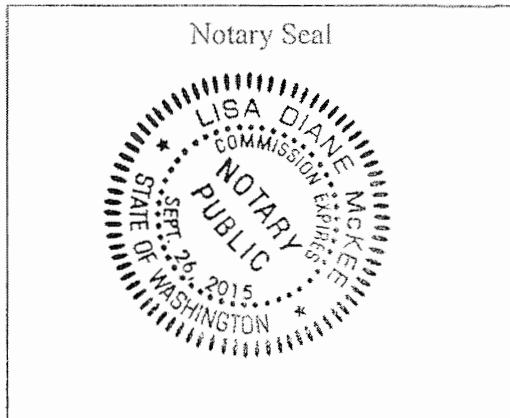
Edward C. Borowski

Date signed OCT 9, 2013

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Shane T. McGuffin and Melissa A. McGuffin are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Sept. 30th, 2013.



Lisa D. McKee
Notary Public for Washington

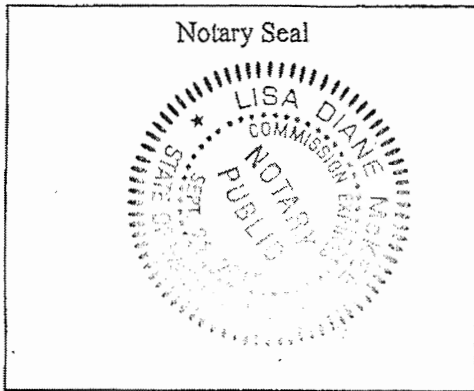
Lisa D. McKee
Name of Notary

My appointment expires: 9-28-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that
Amber F. Ware are the person who appeared before me, and said person acknowledged
that they signed this instrument and acknowledged it to be their free and voluntary act for
the uses and purposes mentioned in the instrument.

Dated: 10-30, 2013.

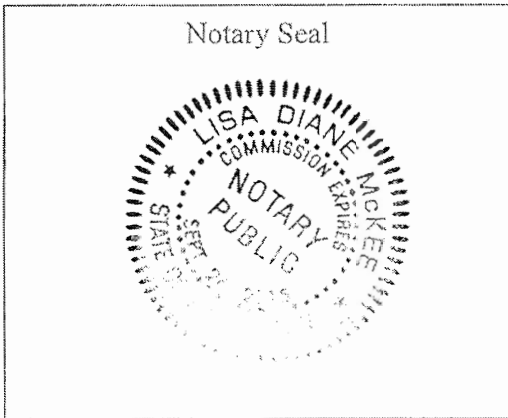


[Handwritten Signature]
Notary Public for Washington
Lisa D. McCree
Name of Notary
My appointment expires: 9-26-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Gail Gregg 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: October 2nd, 2013.



Lisa D. McKee
Notary Public for Washington

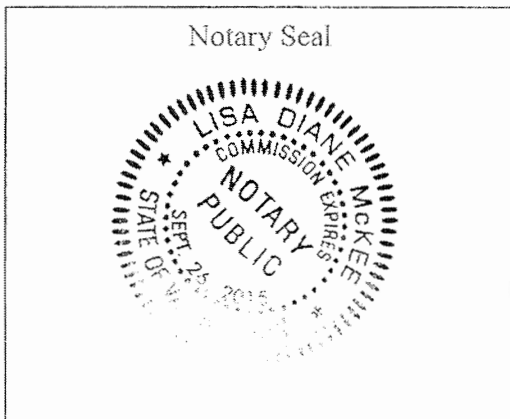
Lisa D. McKee
Name of Notary

My appointment expires: 9-26-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that David W. Mason and Alexis R. Mason are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 1st, 2013.

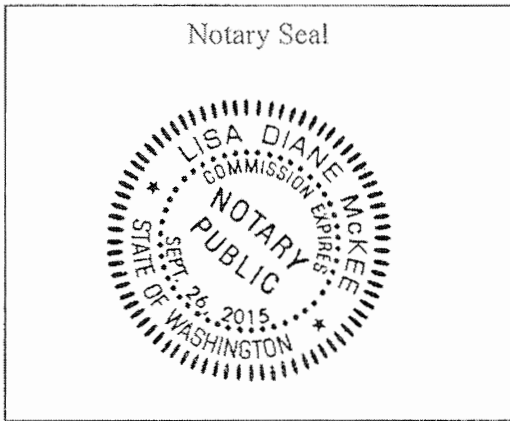


[Signature]
Notary Public for Washington
Lisa D. Mckee
Name of Notary
My appointment expires: 9-26-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Edward and Jacqueline Sue Buma are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 7th, 2013.

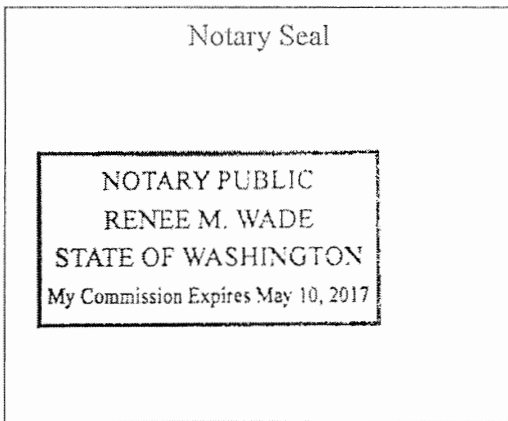


[Signature]
Notary Public for Washington
Lisa McKee
Name of Notary
My appointment expires: 2-26-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Robert A. Cisney and Debra S. Cisney are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/24/13, 2013.

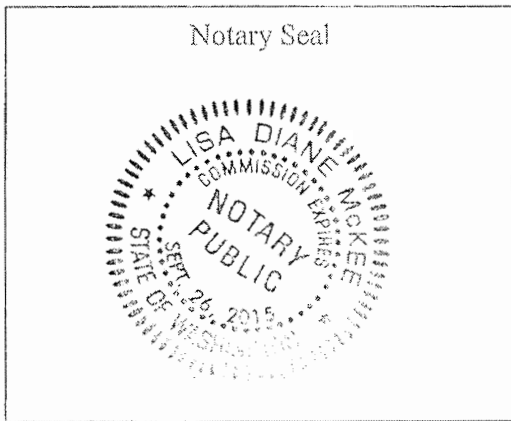


Renee M. Wade
Notary Public for Washington
Renee M. Wade
Name of Notary
My appointment expires: 5/10/17

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Lynn Johnston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-21-13, 2013.

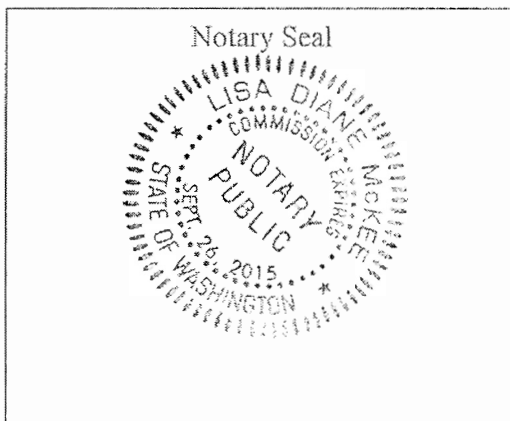


Lisa D. McKee
Notary Public for Washington
Lisa D. McKee
Name of Notary
My appointment expires: 9-26-15

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Alison Johnston is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of Johnston Dairy, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-21, 2013.



Lisa D. McKee
Notary Public for Washington

Lisa D. McKee
Name of Notary

My appointment expires: 9-26-15

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The purpose of this legal description is to describe the area of land to be annexed to the City of Camas Washington. The described lands lie within a portion of Section 27, Section 34 and Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington being more particularly described as follows:

Commencing at the Section Corner common to Sections 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian; thence along the West line of said Section 27, South 01° 13' 20" West 1316.48 feet to the North 1/16 Corner on the West line of Section 27; thence departing said West line of Section 27 running along the North 1/16 line of Section 27, South 89° 06' 17" East 30.00 feet to a point on the East right-of-way of NE 232nd. Avenue, said point also being THE TRUE POINT OF BEGINNING; thence continuing along said North 1/16 line of Section 27, South 89° 06' 17" East 2618.75 feet to the Center North 1/16 Corner of Section 27; thence along the Center line of Section 27, South 01° 43' 07" West 1325.65 feet to the Center ¼ Corner of Section 27; thence along the East 1/16 line of Section 27, South 88° 54' 28" East 2651.26 feet to the East ¼ Corner of Section 27; thence along the East line of Section 27, South 01° 51' 44" West 1876.12 feet; thence departing said East line of Section 27 North 88° 08' 16" West 40.00 feet to a point on the West right-of-way of NE 252nd. Avenue; thence along the West right-of-way of NE 252nd. Avenue, South 01° 51' 44" West 770.55 feet; thence departing said West right-of-way of NE 252nd. Avenue South 88° 55' 51" East 40.00 feet to the Section Corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Section 35, South 88° 54' 43" East 1326.97 feet to the West 1/16 Corner of Section 35; thence South 01° 11' 49" West 1321.47 feet to the Northwest 1/16 Corner of Section 35; thence North 88° 49' 40" West 1323.92 feet to the North 1/16 Corner on the West line of Section 35, said point also being the Northeast Corner of Government Lot 6, Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North line of said Government Lot 6, North 88° 54' 39" West 1321.38 feet; thence continuing along the North line of Government Lot 6, North 88° 53' 47" West 880.01 feet; thence departing the North line of Government Lot 6, South 07° 26' 10" East 271.51 feet to a point on the Northerly right-of-way of Leadbetter Road; thence along the Northerly right-of-way of Leadbetter Road on the arc of a 2895.59 foot radius curve to the left, through a central angle of 2° 22' 54", (the long cord of which bears North 41° 37' 36" West, 120.36') an arc length of 120.36 feet to a point of tangency; thence continuing along said Northerly right-of-way, North 42° 39' 19" West 249.33 feet; thence departing said Northerly right-of-way, North 88° 53' 47" 93.68 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North 46° 14' 00" West 351.03 feet; thence along said Northerly Shoreline, North 56° 05' 39" West 700.55 feet; thence along said Northerly Shoreline, North 29° 29' 12" West 61.48 feet; thence along said Northerly Shoreline, North 19° 42' 41" West 515.10 feet; thence along said Northerly Shoreline, North 29° 26' 23" West 91.60 feet; thence along said Northerly Shoreline, North 43° 21' 27" West 35.83 feet; thence along said Northerly Shoreline, North 56° 32' 27" West 259.52 feet; thence along said Northerly Shoreline, North 48° 33' 55"

EXHIBIT B
CONCEPTUAL MASTER PLAN

EXHIBIT C
PROPOSED USE LIST

Feed store ⁶	C
Fitness center/sports club ⁶	P
Funeral home ⁶	X
Florist shop ⁶	P
Food delivery business ⁶	P
Furniture repair; upholstery ⁶	P
Furniture store ⁶	P
Gas/fuel station ⁶	P
Gas/fuel station with mini market ⁶	P
Grocery, large scale ⁶	C ⁸
Grocery, small scale ⁶	P
Grocery, neighborhood scale ⁶	P
Hospital, emergency care ⁶	P
Hotel, motel ⁶	P
Household appliance repair ⁶	P
Industrial supplies store ⁶	C
Laundry/dry cleaning (industrial)	X
Laundry/dry cleaning (retail) ⁶	P
Laundry (self-serve)	P
Liquor store ⁶	C
Machine shop ⁶	C
Medical or dental clinics (outpatient) ⁶	P
Mini-storage/vehicular storage ⁶	P
Manufactured home sales lot ⁶	X
Newspaper printing plant ⁶	X
Nursery, plant ⁶	C
Nursing, rest, convalescent, retirement home ⁶	X
Office supply store ⁶	X
Pawnshop ⁶	X
Parcel freight depots ⁶	P
Pet shops ⁶	P
Pharmacy ⁶	P
Photographic/electronics store ⁶	P
Plumbing, or mechanical service ⁶	P
Printing, binding, blue printing ⁶	P
Professional office(s) ⁶	P
Public agency ⁶	P
Real estate office ⁶	P

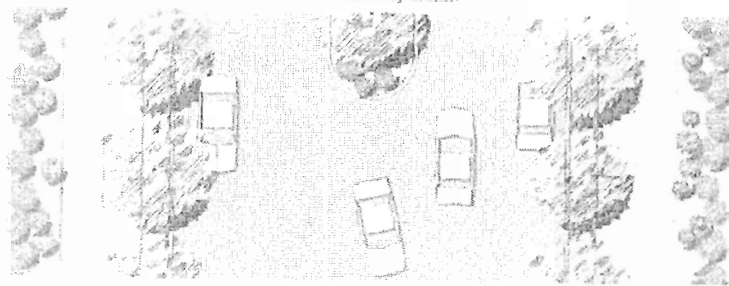
Packaging of prepared materials	C
Scientific and precision instruments	P
Auditorium ⁶	P
Community club ⁶	P
Church ⁶	P
Golf course/driving range ⁶	P
Library ⁶	P
Museum ⁶	P
Recreational vehicle park ⁶	X
Open space ⁶	P
Park or playground	P
Sports fields ⁶	P
Trails	P
College/university ⁶	P
Elementary school ⁶	P
Junior or senior high school ⁶	P
Private, public or parochial school ⁶	P
Trade, technical or business college ⁶	P
Adult family home	X
Assisted living	X
Bed and breakfast	X
Designated manufactured home	X
Duplex or two-family dwelling	X
Group home	X
Home occupation	X
Housing for the disabled	X
Apartment	X
Residence accessory to and connected with a business	X
Single-family attached (e.g. rowhouses)	X
Single-family dwelling	X
Major telecommunication facility ⁶	X
Minor telecommunication facility	P
Wireless communications facility ^{3,6}	
Facilities, minor public	P
Facility, essential ⁶	C
Railroad tracks and facilities ⁶	X
Temporary sales office for a development ⁴	T

Lacamas Northshore

Camas, WA.



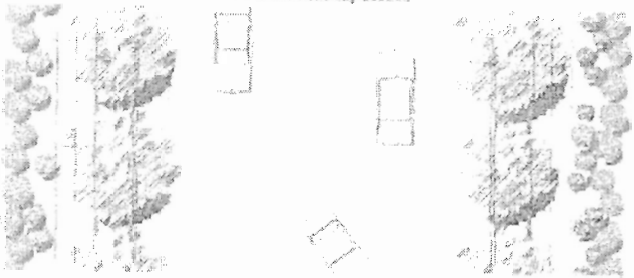
Arterial Roadway Section



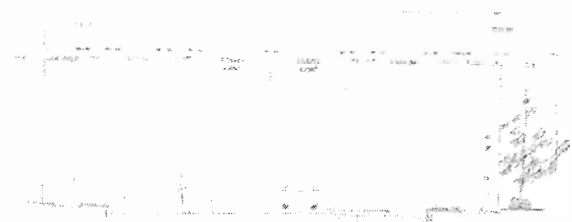
Arterial Roadway Plan



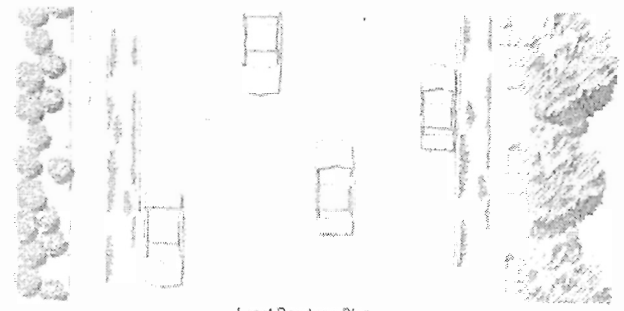
Collector Roadway Section



Collector Roadway Plan

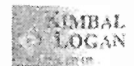


Local Roadway Section



Local Roadway Plan

95-10-02



WHPacific