

CHAPTER 3:
Parklands at Camas Meadows
MXPD Master Plan
(Development Agreement)

After recording, return to:

Aaron Barr
Parklands at Camas Meadows
1903 SE 12th Ave
Camas, WA 98607

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the “City”) and Parklands at Camas Meadows, LLC (hereinafter referred to as the “Owner”) (and collectively referred to as “Parties”).

RECITALS

WHEREAS, Owner owns or controls certain real property that is located within the City’s municipal boundary and that is more fully described within the Master Plan and attached Exhibit “A”, (hereinafter referred to as the “Property”); and,

WHEREAS, the City and the Owner recognize this area will develop with multiple uses and wish to provide predictability about the development standards that will apply to the Property over the course of its full development in order to increase efficient use of urban services and land, and provide compatibility amongst the various phases of the Property as they develop; 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 established a Mixed Use Planned Development Overlay Zone (hereinafter referred to as “MXPD”) applicable to a portion of the property; and,

WHEREAS, development of land under the MXPD requires approval of a Master Plan and Development Agreement; and

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction 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 provide:

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 that 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 Agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); 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 for in RCW 36.70B.170; and upon execution by all parties.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall be valid for a period of Ten (10) years; unless extended or terminated by mutual consent of the Parties; provided however, if this Agreement or any initial land use applications related to the Property and filed within one year of the effective date of this Agreement, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or 18 months,

whichever is less. The “Effective Date” shall be the date of recording, which shall occur within thirty days of the date of the adopting Resolution.

Section 3. Vesting. Any land use applications submitted with respect to the Property during the term of this Agreement, shall be vested to the following land use regulations and Development Standards in effect on the effective date of this Agreement CMC title 16.01-16.21; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 15-017), unless otherwise provided for in this Agreement through Exhibit “B” Dimensional Standards or Exhibit “C” MXPDP Employment Uses. Any land use approvals affecting the Property issued after the effective date of this Agreement shall remain in effect during the term of this Agreement; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this Agreement. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees.

Section 4. Master Plan. Parties agree to incorporate by reference **Exhibit D** The Parklands at Camas Meadows Master Plan (Master Plan) dated *January 14, 2016* as the Master Plan for development of the Property. The Master Plan provides the Parties with predictability regarding the future development of the Property. Minimum dimensional standards that the Owner shall utilize for development under the Master Plan are provided for in Exhibit “B”. Owner agrees to make best efforts to obtain permits and construct a natural loop path and wetland interpretive overlook within a public access easement, to be maintained by the Owner consistent with the Master Plan. The trail and overlook will be constructed concurrent with the subdivision improvements for the initial phase. Consistent with Camas Municipal Code (CMC) 18.09.060 D. the lot size, width, depth and setback standards applicable to the R-15 portion of the site as shown on Exhibit “B” are herein negotiated consistent with the preservation of open space and trail development. The property may be developed with a maximum 42 single family lots, maximum 24 residential units in Building 2 of the business park, and a minimum of 90,000 square feet of business park building space. A number of studies have been completed that aided in the master plan as well as subdivision application already submitted to the city. Those studies include:

Phase 1 Environmental Site Assessment, Columbia West Engineering, Inc., August 31, 2015

Existing Conditions & Boundary Survey – without Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

Existing Conditions & Boundary Survey – with Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

City of Camas Archaeological Predetermination Survey of 542 NW 218th Ave, Camas, Washington, Applied Archaeological Research, Inc., March 17, 2015.

Parklands Executive Residential Subdivision And Parklands Business Park: Preliminary Stormwater Design Report (TIR), Kessi Consulting, January 24, 2016.

Parklands at Camas Meadows Traffic Impact Study, H. Lee & Associates, November 18, 2015

Wetland Delineation Report for Parklands at Camas Meadows Camas (Final Report), Washington, Ecological Land Services, Inc., December 15, 2015.

Geotechnical Site Investigation Parklands at Camas Meadows Camas, Washington, Columbia West Engineering, Inc., June 23, 2015.

Section 4.1 SEPA. The City issued a SEPA determination of nonsignificance regarding this Agreement and the Master Plan (**SEPA 15-14**). Impacts that are identified at future stages of the development that have been previously analyzed through this SEPA process shall not be re-analyzed, provided the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information on the potential adverse environmental impacts associated with a substantial change in the master plan that have not been previously analyzed as required under the State Environmental Policy Act.

Section 4.2 Flood Plain & Floodways. The Property includes land designated by the National Flood Insurance Programs (NFIP), Map Number 53011C0414D, with an effective date of September 5, 2012, as a Special Flood Hazard Area Subject To Inundation by the 1% Annual Chance Flood (Zone AE). Parties recognize the area under Zone AE are “frequently flooded areas” as defined in the Camas Municipal Code and as such no lot or portion of a newly created lot will be proposed, designed or platted to include any portion of the site Zoned AE under the aforementioned NFIP Map. All portions of the Property Zoned AE shall be placed in an Open Space tract at the time of plat approval.

Section 4.3 Phasing. Only the single family residential shall be required to build structures in phases. With the exception of the half-width street improvements along the entire frontage and all street-scaping per the submitted plan, which shall be completed prior to final platting of any residential lots, the Owner will have the ability to install roads, utilities, etc. as one complete project, provided a grading plan is submitted in advance to the City. The lots within the existing R-15 area shall be released upon subdivision approval. The ten (10) lots within Phase 2 shall be released upon the business park being graded, platted and ready for a prospective user to submit for site plan review. The final eight (8) lots within Phase 3 shall be released once building permit is acquired on either business park Building 2, 3, 4 (4A), or 5 (4B).

Section 4.4 Streetscape. Owner agrees to incorporate into its development application submittal package streetscape standards for primary 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 and bicycle traffic. Streetscape standards will be consistent with the streetscape standards identified in the Master Plan. The Business Park Owners (or representative building association) are responsible to privately maintain all of the public streetscape and vegetation along their half street frontage of Camas Meadows Drive, including the pedestrian path and full width of any street center or median planter strips.

Section 5. Remedies. Should a disagreement arise between the City and Owner 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 6. 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 7. 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 8. 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 9. Inconsistencies. If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 10. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated in the Master Plan with the Clark County Auditor.

Section 11. 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 12. Amendments. This Agreement may only be amended by mutual agreement of the parties. While nothing contained herein shall be construed to obligate either party to amend the Master Plan, it is recognized that future evolution of the City may warrant consideration of such issues. The City reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.

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

CITY OF CAMAS

PARKLANDS @ CAMAS MEADOWS, LLC

By _____
Title _____

By _____
Title _____

CHINOOK LAND OWNERS GROUP OF VANCOUVER, WASHINGTON, LLC

EXHIBIT A: PROPERTY DESCRIPTION

The project site is located just east of Camas Meadows Golf Course Club House and just north of Camas Meadows Drive, in Camas, Washington 98607, in the SE & SW $\frac{1}{4}$ of Sec. 28, T2N, R3E, W.M. The site is comprised of two (2) parent parcels plus the existing 74 foot wide public City ROW for Camas Meadows Drive. The abbreviated legal description for the two parcels is:

Parcel 175948-000

#21 SEC 28 T2NR3EWM 15.72A

Parcel 986031-650

#68 SEC 28 T2NR3EWM 20.97A

EXHIBIT "B" DIMENSIONAL STANDARDS

The master plan community will implement the following development standards that provide for flexibility in creating a high quality design. The master plan includes 42 executive single-family lots, 24 mixed-use living units on upper stories of Building #2, and at least 90,000 square feet of business space.

Development Standard	Single Family (R-15)	Single Family (BP)	Non-Single Family (BP)
A. New Lot Dimensions			
Minimum lot size (square feet)	15,000	15,000	8,000
Maximum lot size (square feet)	Note 1	Note 1	Note 1
Minimum lot width (feet)	80	80	80
Minimum lot depth (feet)	90	90	100
Maximum building lot coverage ²	50% 60% with ADU	50% 60% with ADU	50%
Maximum building height (feet)	35	35	100
B. Setbacks			
Minimum front yard (feet)	25	25	15 ⁴
Minimum side yard and corner lot rear yard (feet)	10 5 (ADU or accessory buildings)	10 5 (ADU and accessory buildings)	15 ⁴
Minimum side yard flanking a street (feet)	10	10	10 ⁴
Minimum rear yard (feet)	25 5 (ADU or accessory buildings)	25 5 (ADU or accessory buildings)	50 ³
Minimum lot frontage or access easement on a cul-de-sac or curve (feet)	40 ⁵	40 ⁵	N/A
Minimum flag lot width	20	20	N/A

- Note 1: No Limitation.
- Note 2: Includes all covered buildings and structures accepting there from accessory dwelling units (ADU's).
- Note 3: Maybe reduced to ten feet if a transition element is utilized that includes natural vegetation for screening.
- Note 4: Right of way to building face. Parking areas can be setback five feet from property line, per the landscaping plan contained within the approved master plan.
- Note 5: Access to two lots or less may be designed and established as an easement rather than a tract.

EXHIBIT "C" MXPD EMPLOYMENT USES

The following are a list of permitted uses within the MXPd Employment area. Similar uses are permitted in the zone district at the discretion of the community development director. Unless otherwise listed or permitted as a similar use, a use shall be prohibited or subject to amendment of the Development Agreement.

Uses
Antique shop
Appliance sales and service
Bakery (wholesale)
Bakery (retail)
Banks, savings and loan
Barber and beauty shops
Book store
Bowling alley/billiards
Building, hardware and garden supply store
Cabinet and carpentry shop
Candy; confectionery store
Cart vendors
Clothing store
Coffee shop, cafe or kiosk
Convention center
Day care center
Day care
Delicatessen (deli)
Department store
Electric vehicle battery charging station and rapid charging stations
Equipment rental
Event center
Fitness center/sports club
Funeral home/crematorium
Florist shop
Food delivery business
Furniture store
Grocery, neighborhood, small or large scale

Uses
Hospital, emergency care
Hotel, motel
Laundry/dry cleaning (retail)
Laundry (self-serve)
Liquor store
Machine shop
Medical or dental clinics (outpatient)
Nursery, plant
Nursing, rest, convalescent, retirement home, memory care, assisted living
Office supply store
Pawnshop
Parcel freight depots
Pet shops
Pharmacy
Photographic/electronics store
Printing, binding, blue printing
Professional or Business office(s)
Public agency
Recycling collection point
Research facility
Restaurant
Restaurant, fast food
Roadside produce stand
Second-hand/consignment store
Shoe repair and sales
Specialty goods production (e.g. brew pub; does not include marijuana).
Taverns, pubs, bars
Theater, except drive-in
Veterinary clinic
Warehousing, bulk retail
Manufacturing and/or processing of the following:
Cotton, wool, other fibrous material
Food production or treatment

Uses
Foundry
Furniture manufacturing
Metal fabrication and assembly
Signs or other advertising structures (Billboards prohibited)
Electronic equipment
Industrial Uses:
High-tech industry
Manufacturing of miscellaneous goods (e.g. medical, musical instruments, toys, vehicle parts)
Optical goods
Packaging of prepared materials
Scientific and precision instruments
Recreational or Organizational Uses:
Auditorium
Community club
Church
Golf course/driving range
Library
Open space
Park or playground
Sports fields
Trails
Educational Uses:
College/university
Junior or senior high school
Trade, technical or business college
Residential flats, apartments or condos (up to 24 units on third floor and above of Building #2 only; bottom two floors commercial or light industrial employment uses only)
Electrical vehicle infrastructure
Facilities, minor public
Temporary Uses (as per Camas Municipal Code)